

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

Steven G. Friedman, M.D.,

Plaintiff,

v.

Citigroup, Inc.,

Defendant.

Complaint for a Civil Case

No. _____

JURY TRIAL DEMANDED

Plaintiff Steven G. Friedman, M.D. (“Dr. Friedman”), by and through his undersigned counsel, complains and alleges as follows:

NATURE OF THE ACTION

1. This is an action for breach of contract, negligence/gross negligence, and intentional infliction of emotional distress arising out of nearly \$75,000 in funds stolen from Dr. Friedman’s personal Citigroup bank accounts by cyberhackers, which theft occurred just one day after Citigroup’s fraud department managed to thwart a similar cyberattack against Dr. Friedman’s Citigroup business account without ever notifying him that his bank accounts were being targeted or under attack by cyberhackers.

2. And, then, after Dr. Friedman timely notified Defendant Citigroup, Inc. (“Citigroup”) of the cybertheft involving his personal bank accounts, Citigroup and its representatives, including its CEO, did nothing to recover the stolen funds or make Dr. Friedman whole and, instead, engaged in a continuous and systematic pattern of ignoring, neglecting, and refusing to communicate with Dr. Friedman about the cybertheft, despite repeated attempts from

Dr. Friedman and his legal counsel to contact them, causing severe mental, physical, and emotional harm to Dr. Friedman and economic harm to his medical practice.

THE PARTIES

3. Plaintiff Steven G. Friedman, M.D. is an individual who currently resides at 17 Elmwood Ct., Plainview, New York, 11803.

4. Defendant Citigroup, Inc. is a global financial services holding company incorporated under the laws of the State of Delaware. Citigroup owns and operates banking institutions under the trade name of Citibank.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because Plaintiff Dr. Friedman is a citizen of a different state than Defendant Citigroup, and the amount in controversy exceeds \$75,000.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because Plaintiff Dr. Friedman resides in the Eastern District of New York and, thus, a “substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of the property that is subject of the action is situated” in this district.

FACTUAL BACKGROUND

I. Dr. Friedman has been a loyal banking customer of Citigroup for over fifty years.

7. Over fifty years ago, Dr. Friedman opened his first of several Citigroup personal bank accounts.

8. In 2018, Dr. Friedman opened a Citigroup business bank account.

9. Dr. Friedman's Citigroup personal bank accounts are bound by the terms of Citibank's Client Manual (the "Client Manual"), which was executed upon opening each account. A true and correct copy of the Client Manual is attached hereto as "Exhibit A."

10. Dr. Friedman's Citigroup business bank account is bound by the terms of Citibank's Citibusiness Client Manual (the "Business Manual") that was executed upon opening the account. A true and correct copy of the Business Manual is attached hereto as "Exhibit B."

II. Citigroup failed to notify Dr. Friedman of the cyberhackers' first unsuccessful attempt to steal funds from his Citigroup business bank account.

11. On or about June 9, 2022, cyberhackers attempted to steal, via unauthorized wire transfer, approximately \$50,000 from Dr. Friedman's Citigroup business bank account.

12. Citigroup's fraud department successfully and proactively prevented this theft of funds from Dr. Friedman's Citigroup business bank account by blocking and stopping the unauthorized wire transfer.

13. Yet, inexplicably, Dr. Friedman was *not* immediately notified or informed at the time by Citigroup about this thwarted and unsuccessful cyberattack on his Citigroup business bank account.

14. Nor were any of Dr. Friedman's Citigroup personal and/or business bank accounts immediately frozen or rendered inaccessible, as they should have been, following an attempted unauthorized transfer or cyberattack.

15. Indeed, Citigroup was required by the Security Procedures provision in its Business Manual "to verify that the transfer [had] been properly authorized," but Citigroup never did. *See* Ex. B at 32.

16. Incredibly, Dr. Friedman did not learn of this unauthorized transfer and thwarted cyberattack involving his Citigroup business account on or about June 9, 2022 until

approximately *eleven* days later, on or about June 20, 2022, during a conversation with a Citigroup representative in the fraud department following the subsequent, successful theft of funds from his Citigroup personal bank accounts by cyberhackers.

III. The cyberhackers succeed in stealing nearly \$75,000 in funds from Dr. Friedman's Citigroup personal bank accounts the next day.

17. The next day, on or about June 10, 2022, cyberhackers again attempted to steal funds, via unauthorized wire transfers, from Dr. Friedman's Citigroup bank accounts.

18. This time, however, the cyberhackers targeted Dr. Friedman's Citigroup personal bank accounts.

19. Also, this time, unlike the attempted cyberhack one day earlier, Citigroup's fraud department did *not* prevent the theft or block the unauthorized wire transfers from Dr. Friedman's Citigroup personal bank accounts on or about June 10, 2022, resulting in: (1) \$40,000.00 being illegally and unlawfully transferred from Dr. Friedman's Citigroup personal checking account to an account in the name of Lei Yan at East West Bank; and (2) \$34,000.00 being illegally and unlawfully transferred from a Citigroup joint account that Dr. Friedman shared with his daughter to a different account in the name of Ming Liang at East West Bank.¹

20. Once again, Citigroup failed "to verify that the transfer [had] been properly authorized" from Dr. Friedman's personal bank accounts, as required by the Security Procedure provision in its Client Manual. *See* Ex. A at 19.

21. Moreover, Citigroup failed to "confirm the authenticity and content of instructions by placing a call" to Dr. Friedman, the authorized signer on his Citigroup personal bank accounts. *Id.*

¹ A third unauthorized wire transfer of \$10,000 also was made internally between joint personal accounts that Dr. Friedman shared with his daughters.

22. At the time of the unauthorized wire transfers from his Citigroup personal bank accounts on or about June 10, 2022, Dr. Friedman was neither notified by Citigroup of the attempted wire transfers to these unknown individuals, nor was he contacted by anyone from Citigroup asking him to approve the wire transfers to these individuals for a substantial sum of money.

23. Incredibly, Dr. Friedman was not informed that the date of the first \$40,000 unauthorized transfer was June 10, 2022 until nearly *two months* later, on or about August 1, 2022, when Citigroup sent Dr. Friedman a letter advising that the unauthorized wire transfers had not been reversed.

24. The only contact that Dr. Friedman had with the cyberhackers on or about June 10, 2022 was late that evening when, after he unsuccessfully attempted to log into his Citigroup personal checking account for a third time, the cyberhackers posted a message stating that the account had been blocked and that he should call a toll-free number (with error code MFA) to regain access.

25. Dr. Friedman complied and verified *only* his account number to the individual on the phone, who was falsely and deceptively pretending to be a Citigroup customer service representative.

IV. Citigroup failed to properly investigate the stolen funds and timely reverse the unauthorized transfers after being notified by Dr. Friedman.

26. Four days later, on or about June 14, 2022, Dr. Friedman realized that he had been a victim of a cybercrime when he noticed that nearly \$75,000 was missing from his three Citigroup personal bank accounts.

27. Dr. Friedman then immediately sought to freeze all of his Citigroup bank accounts (business and personal) and reported the theft of funds to both state and federal law enforcement authorities.

28. Dr. Friedman also immediately reached out to both the wire transfer and fraud departments at Citigroup for assistance, but to no avail.

29. Inexplicably, the Citigroup fraud department refused to immediately reach out to East West Bank to freeze the unauthorized wire transfers from Dr. Friedman's Citigroup personal bank accounts to the accounts of Lei Yan and Ming Liang, citing an unverifiable Citigroup 2-3 day "process" as being necessary for doing so.

30. Dr. Friedman immediately attempted to contact East West Bank on his own to try to freeze or stop the unauthorized wire transfers from his Citigroup personal bank accounts, but this also proved unsuccessful.

31. Ultimately, the unauthorized wire transfers were neither frozen nor reversed, either on Citigroup's end or on East West Bank's end, and the nearly \$75,000 in funds remained stolen from his Citigroup personal bank accounts.

V. Citigroup engages in a systematic pattern of ignoring, neglecting, and refusing to communicate with Dr. Friedman about the theft of funds from his Citigroup personal bank accounts.

32. In the months following the theft of funds from his Citigroup personal bank accounts, Dr. Friedman spent countless hours of his own time and effort on the phone and at in-person meetings with various Citigroup representatives in the wire transfer department, the fraud department, and at local branch offices trying to resolve this matter courteously and amicably.

33. Dr. Friedman even tried corresponding directly with Ms. Fraser, the Citigroup CEO, on at least two occasions about this frustrating situation for answers and a resolution. A

true and correct copy of Dr. Friedman's letter, dated June 20, 2022, addressed to Jane Fraser is attached hereto as "Exhibit C."

34. Disappointingly, Dr. Friedman's attempts at a resolution of this matter have been repeatedly neglected and met with false assurances that an unidentified "someone" would look into the matter and help resolve it.

35. Indeed, this matter has proven to be not only stressful and traumatic for Dr. Friedman and his family, but extremely taxing and unnecessarily time-consuming for him personally and professionally.

36. Dr. Friedman has had to deal with, among other things, the: (1) continuous and inconsistent blocking/unblocking of his Citigroup bank accounts; (2) general apathy and lack of concern from Citigroup representatives with whom he has spoken; (3) complete failure and neglect of Citigroup representatives to keep him informed and updated on the status of the investigation related to the matter; (4) lack of communication, the intentional shuffling of responsibility, and the lack of accountability between and among Citigroup departments and representatives concerning the theft of funds from his bank accounts; and (5) unfulfilled promises and assurances that this matter was being handled internally at Citigroup and that the stolen funds would be returned.

37. In addition, Dr. Friedman's legal counsel has sent Citigroup no less than two demand letters in an attempt to resolve this matter amicably without the need for litigation. A true and correct copy of one of the demand letters is attached hereto as "Exhibit D."

38. Despite numerous attempts to speak to a legal representative at Citigroup, Dr. Friedman's legal counsel was unable to speak with—let alone put in contact with—any

Citigroup legal representative regarding Dr. Friedman’s demand letters, further demonstrating Citigroup’s continuous lack of any concerted effort to resolve this matter.

39. As a result of the stress from Dr. Friedman’s stolen funds and subsequent mishandling and avoidance of this matter by Citigroup and its representatives, Dr. Friedman developed a bleeding ulcer—further adding to the trauma suffered by Dr. Friedman as a result of Citigroup’s continued failure to resolve this matter.

40. To date, none of the nearly \$75,000 stolen from Dr. Friedman’s Citigroup personal bank accounts has been returned or refunded by Citigroup, nor has Citigroup offered to return or refund even a portion of the stolen funds.

COUNT I – BREACH OF CONTRACT

41. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

42. Dr. Friedman’s Citigroup personal bank accounts are bound by the terms of Citibank’s Client Manual (the “Client Manual”), which was executed upon the opening of each Citigroup account. *See* Ex. A

43. Citigroup was required by the Security Procedures provision in the Client Manual, “to verify that the transfer [had] been properly authorized.” *Id.* at 19.

44. At a minimum, Citigroup was required by the Client Manual to “confirm the authenticity and content of instructions by placing a call” to Dr. Friedman, the authorized signer on each of his Citibank personal bank accounts. *Id.*

45. Citigroup breached the Security Procedure provisions in the Client Manual by failing to “verify” that any of the bank transfers from Dr. Friedman’s Citigroup personal bank accounts that occurred on or about June 10, 2022 were “properly authorized” by Dr. Friedman.

46. Moreover, Citigroup breached the Security Procedure provisions in the Client Manual by failing to “confirm the authenticity and content of instructions” of the bank transfers from Dr. Friedman’s Citigroup personal bank accounts that occurred on or about June 10, 2022 “by placing a call” to Dr. Friedman, the authorized signer on each of his Citibank personal bank accounts.

47. Citigroup’s breaches of the Client Manual directly resulted in the theft and misappropriation, via unauthorized wire transfers, of \$74,000 in funds from Dr. Friedman’s Citigroup personal bank accounts.

WHEREFORE, Plaintiff respectfully requests the entry of judgment on his behalf and against Citigroup in the amount of \$74,000, together with pre and post judgment interest, costs, attorneys’ fees, punitive damages, and such other relief as the Court may deem just and appropriate.

COUNT II—NEGLIGENCE/GROSS NEGLIGENCE

48. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

49. Citigroup was on notice of cyberhackers’ unsuccessful attempts to steal and misappropriate, via unauthorized wire transfer, nearly \$50,000 of funds from Dr. Friedman’s Citigroup business account on or about June 9, 2022, one day prior to the breach of Dr. Friedman’s Citigroup personal bank accounts by cyberhackers.

50. Citigroup had a duty to adequately and meaningfully protect Dr. Friedman’s personal and business bank accounts from cyberhackers.

51. Citigroup also had a duty to notify Dr. Friedman of any perceived threats or attempted cyberattacks on his personal and business bank accounts by cyberhackers.

52. Citigroup, however, breached its duty by failing to immediately notify or inform Dr. Friedman of the attempted theft of funds from his Citigroup business bank account, via unauthorized wire transfer, on or about June 9, 2022, by cyberhackers.

53. Citigroup additionally breached its duty by failing to freeze or render inaccessible any of Dr. Friedman's bank accounts in response to the thwarted cyberattack of his business bank account that occurred on or about June 9, 2022.

54. Citigroup's failures allowed and permitted the cyberhackers to continue to target Dr. Friedman's Citigroup bank accounts, which resulted in cyberthefts, via unauthorized wire transfers, of funds from Dr. Friedman's Citigroup personal bank accounts.

55. Citigroup had a duty to properly and timely notify Dr. Friedman that his Citigroup bank accounts were being targeted by cyberhackers and, in fact, had already been breached by cyberhackers on or about June 9, 2022, so that Dr. Friedman could be informed, proactive, and vigilant in protecting his Citigroup bank accounts.

56. Citigroup's breach of duty to Dr. Friedman resulted in the direct loss and misappropriation of \$74,000 in funds from his Citigroup personal bank accounts.

57. Citigroup's breach of duty to Dr. Friedman also resulted in further damages to Dr. Friedman, including physical and mental pain and anguish, as well as damages to Dr. Friedman's medical practice, including, but not limited to, lost income.

58. Because Citigroup's neglectful, indifferent and outrageous conduct—occurring before, during and after the theft of funds from his Citigroup personal bank accounts—evinced a reckless disregard for Dr. Friedman's rights, safety, and well-being, he is entitled to punitive damages from Citigroup.

WHEREFORE, Plaintiff respectfully requests the entry of judgment on his behalf and against Citigroup in excess of \$150,000, together with pre and post judgment interest, costs, attorneys' fees, punitive damages, and such other relief as the Court may deem just and appropriate.

COUNT III – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

59. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

60. Citigroup was on notice of cyberhackers' unsuccessful attempts to steal and misappropriate, via unauthorized wire transfer, nearly \$50,000 of funds from Dr. Friedman's Citigroup business account on or about June 9, 2022, one day prior to the breach of Dr. Friedman's Citigroup personal bank accounts by cyberhackers.

61. Citigroup, however, failed to immediately notify or inform Dr. Friedman of the attempted theft of funds from his Citigroup business bank account, via unauthorized wire transfer, on or about June 9, 2022, by cyberhackers.

62. Citigroup additionally failed to freeze or render inaccessible any of Dr. Friedman's bank accounts in response to the thwarted cyberattack of his business bank account that occurred on or about June 9, 2022.

63. Citigroup's inexplicable failures allowed and permitted the cyberhackers to continue to target Dr. Friedman's Citigroup bank accounts, which resulted in cyberthefts, via unauthorized wire transfers, of \$74,000 in funds from Dr. Friedman's Citigroup personal bank accounts.

64. Citigroup's continuous and systematic pattern of ignoring, neglecting, and refusing to communicate with Dr. Friedman or his legal counsel about the theft of funds from his

Citigroup personal bank accounts and its gross mishandling of this matter—including, but not limited to, the unfulfilled promises and assurances that this matter was being handled internally at Citigroup, that stolen funds would be returned, and the willful indifference to resolve this matter with Dr. Friedman’s legal counsel—amounts to extreme and outrageous conduct.

65. The willful and malicious conduct of Citigroup evinces a reckless disregard of the probability that the conduct would cause severe emotional distress to Dr. Friedman.

66. The willful and malicious conduct of Citigroup resulted in severe emotional and physical distress to Dr. Friedman.

67. Because the neglectful, indifferent and outrageous conduct of Citigroup—occurring before, during and after the theft of funds from his Citigroup personal bank accounts—evinced a reckless disregard for Dr. Friedman’s rights, safety, and well-being, he is entitled to punitive damages from Citigroup.

WHEREFORE, Plaintiff respectfully requests the entry of judgment on his behalf and against Citigroup in excess of \$150,000, together with pre and post judgment interest, costs, attorneys’ fees, punitive damages, and such other relief as the Court may deem just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury.

Respectfully submitted,

KLEINBARD LLC

Dated: January 25, 2023

By: /s/ Matthew H. Haverstick
Matthew H. Haverstick, Esq. (No. 2821403)
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EXHIBIT A

Client Manual – Consumer Accounts

U.S. Markets

Effective November 18, 2021

Welcome to Citibank and thank you for choosing us for your banking needs.

This manual contains some important information you should know about your deposit relationship with Citibank. It is an agreement between you and us. From Account Transactions to Electronic Banking and beyond, we want you to understand how our products and services work, as well as to understand some of the important responsibilities that exist – yours and ours.

Some of these responsibilities are the same for every customer, no matter where you live. Others are different based on specific state laws. Some are described in additional agreements. Together, these documents provide basic terms and conditions of our deposit relationship.

This manual also contains an arbitration provision that covers all disputes between us.

Please review this *Client Manual* thoroughly – and keep it for future reference. And if you have any questions, or need additional copies, please call us anytime at 1-888-CITIBANK or Text Telephone (TTY): 1-800-945-0258, visit your local branch or use the search function on [citi.com](https://www.citi.com).

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Contact Us

CitiPhone Banking®

Toll-Free (within the U.S.):
1-888-CITIBANK

To call collect from outside the U.S.:
1-210-677-0065

**For the speech and hearing impaired
call our Text Telephone (TTY):**
1-800-945-0258 or 711 if dialing in the U.S.

- To report errors or to ask questions about electronic transfers;
- To obtain current interest rates and Annual Percentage Yields;
- For balance inquiries or other kinds of account information;
- To transfer funds between your accounts;
- To report a stolen, missing or damaged Citibank® Banking Card;
- To order checks;
- To request a stop payment on a check

Other Customer Service Telephone Numbers*

Citibank® Online:
1-800-374-9700

citibankonline.com

**Contact your Financial Advisor or
Citi Personal Wealth Management:**
1-800-846-5200

Text Telephone (TTY):
1-800-568-3405

Retirement Plan Services:
1-800-695-5911

Text Telephone (TTY):
1-800-788-6775

**Citigold® Customer Service with linked
Citi Personal Wealth Management Investment
Accounts or for relationships which do not
contain a linked Citi Personal Wealth Management
Investment account:**
1-888-CITIGOLD (1-888-248-4465)

Citi Priority Main Customer Service
1-888-275-2484

Citi Priority Collect Number
1-210-677-3780

Citibank® MasterCard® or Visa®
1-800-950-5114

Footnote:

* To ensure quality service, calls are randomly monitored and may be recorded.

General Terms – Consumer Use Acknowledgment

When you open a Citibank consumer deposit account, you are agreeing that your account will be governed by this *Client Manual* (sometimes referred to as “Manual”) and any and all accompanying Marketplace Addenda (sometimes referred to as “Addendum”). Together, the Manual and Addendum are referred to as “Agreement,” which contain important terms and conditions, details, rules and procedures applicable to each of your accounts. You agree not to use any consumer account for business purposes. Not all products and services described herein may be available to customers of Citi Private Bank, and International Personal Bank U.S. for clients in the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive *Preferred*, and Citi Global Executive Account Packages. These customers may receive other or additional specific terms and conditions.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

If your country of residence is other than the United States or the Commonwealth of Puerto Rico, you acknowledge that you are responsible for, and agree that you will comply with, all laws, regulations, and rules applicable to your accounts, products and services with us, including any tax, foreign exchange, or capital controls, and for all payments, reporting or filing requirements that may apply as a result of your country of citizenship, domicile, or residence.

This Manual provides information about financial services provided by Citibank in the United States and its territories. It is not, and should not be construed as, an offer, invitation or solicitation of services to individuals outside of the United States. Your eligibility for a particular product and service is subject to a final determination by Citibank.

Important Note to Australian Resident Clients

Please note that Citibank N.A.: (i) is exempt from the requirement to hold an Australian financial services license under the Australian Corporations Act 2001 in respect of its provision of financial services to you; and (ii) is regulated by the Federal Reserve, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency of the U.S. under U.S. laws, which differ from Australian laws.

Definitions

When used in this Agreement:

“We,” “us,” “our,” and “Citibank” mean Citibank, N.A., and “you” and “your” mean you, the customer.

“Access Device” means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your “Citibank® Banking Card” including your Citibank® ATM Card, Citibank® Debit Card, or other type of device issued by Citibank along with or in lieu of your Citibank® Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Access Code (“TAC”), one time password (OTP) and the User ID and Password you use to access Citibank® Online and CitiMobile®.

“Auto Save” means a recurring pre-authorized transfer from a consumer checking account to a Citibank savings or money market account.

“Automated Clearing House Network” (“ACH Network”) means an electronic funds transfer system governed by the rules of a clearing house association, such as NACHA (National Automated Clearing House Association) or The Clearing House, that provides funds transfer services to participating financial institutions.

"Bill Payment" means an individual or recurring bill payments made through CitiPhone Banking® (including bill payments made using Citibank's Telephone Automated Bill Payment Service and Staff Assisted Bill Payments), Citibank® Online, CitiBusiness® Online and Citi Mobile®. Bill Payments do not include internal transfer payments made to accounts at Citibank or its affiliates.

"Business Day"

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For purposes of determining the Business Day for requests to open accounts, see the "Account Opening" section of the Manual. For funds availability purposes, see the "Funds Availability at Citibank" section of the *Marketplace Addendum*.
- when referring to Citigroup Global Markets Inc., means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

"Citibank® ATM Card" means a Citibank® Banking Card that may be used at ATMs and at POS merchants for PIN purchases. (For more information, refer to the "Electronic Banking" section of this Manual.)

"Citibank® Banking Card" means any card that may be used at ATMs and at POS merchants, including Citibank ATM cards and Citibank® Debit Cards. We may also refer to this card as a Citibank Card or a Citi Card in promotional and other materials.

"Citibank® Debit Card" means a Citibank Banking Card bearing a Mastercard Brand Mark on its face that may be used at POS merchants to make purchases and at ATMs to withdraw cash and perform other transactions. Certain Citibank Banking Cards also display a contactless symbol indicating you may use your card to make a contactless payment to a participating merchant by tapping your card on the payment reader.

"Citigroup Global Markets Inc." ("CGMI"), member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc.

"Citi Personal Wealth Management" ("CPWM") is a business of Citigroup Inc., offering investment products through Citigroup Global Markets Inc. ("CGMI"), member SIPC.

"Citi Private Bank" ("CPB") is a business of Citigroup Inc. Citi Private Bank provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. In the U.S., investment products and services are provided by Citigroup Global Markets Inc. ("CGMI"), member SIPC. Investment Management services (including portfolio management) are available through CGMI, Citibank, N.A. and other affiliated advisory businesses.

"Direct Deposit" means an Automated Clearing House (ACH) credit posted to your account. A Direct Deposit may include payroll, pension, state or federal payments (including social security), from your employer or outside agency. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online.

"Electronic Funds Transfers" ("EFT") means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- Citibank® Global Transfers
- International wire transfers from a consumer account
- Automated Clearing House (ACH)

- Instant Payments
- Zelle® Transfers
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone

Non-EFT transactions include: transfers related to bona fide trust and custodial accounts; domestic Fedwire and similar network transactions CHIPS, SWIFT, and telex; and transfers to cover overdrafts such as Safety Check transfers.

"Home Branch" means the Citibank branch in which you opened your account or to which your account was assigned or transferred. You may have several accounts assigned to the same Home Branch and they may be linked together, but one or more of these accounts may be governed by different state laws where no federal law applies and where state law is applicable or not otherwise preempted by federal law.

"International Personal Bank U.S." ("IPB U.S.") is a business of Citigroup Inc. ("**Citigroup**") which provides its clients access to a broad array of products and services available through Citigroup, its bank and non-bank affiliates worldwide (collectively, "**Citi**"). Through IPB U.S., clients have access to the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive *Preferred*, and Citi Global Executive Account Packages. Banking products and services are provided by Citibank, N.A.

"Linked Accounts" or **"Linking"** means eligible Citibank deposit and/or credit accounts that are combined for different benefits, which may include pricing, statements, Safety Check and the ability to perform certain transactions between accounts. Certain accounts that you maintain with our affiliates may also be linked. Generally, accounts that you maintain in different geographies cannot be linked.

"Mobile Check Deposit" means a service whereby you can make a deposit of eligible checks to your accounts using a camera on a compatible smartphone or other device all as more particularly described in the separate terms and conditions for this service.

"Network ATM" means an ATM other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution or other operator that is a participating member of an automated teller machine network which accepts Citibank Banking Cards, including terminals bearing the Mastercard, Maestro or Cirrus marks.

"Point-of-Sale" ("POS") means a Citibank® Banking Card EFT from your primary checking account to purchase goods and services and/or receive cash using your "Citibank® Debit Card" for Signature or PIN-based EFT transactions or by using your "Citibank® ATM Card" for PIN-based EFT transactions. (For more information, refer to the "Electronic Banking" section of this Manual.)

"Proprietary Citibank ATM" means an ATM that is owned and operated by Citibank, generally found in Citibank branches.

"Remotely Created Check(s)" means an item not bearing the drawer's (your) actual signature, but purporting to be authorized by the drawer (you).

Definitions of Types of Accounts

"Estate Account" means an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

“Individual Account” means an account owned in the name of one person only.

“Joint Account” means an account owned in the names of more than one person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the joint account owners. In the event of conflicting instructions or a dispute among you, we may require all joint account owners to act together in giving us instructions or performing transactions. Any joint account owner may close a joint account.

Each account owner is jointly and severally responsible for all activity related to the joint account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the account, whether or not they participate in the transaction or benefit from its proceeds. We may be required by legal process to pay all the funds in a joint account to satisfy a judgment against any or all account owners.

Applicable to accounts opened on or after April 23, 2021

All Joint Accounts must have at least one adult owner. Minors age 13 to 17 may qualify to open a Joint Account. Please refer to the governing state law of your account for information about legal rights and obligations of minors. When at least one owner of a Joint Account is a minor in the Basic Banking Package, the adult owner should serve as the primary signer which means the adult owner will receive communications and statements regarding the account according to the Client Manual – Consumers Accounts and Marketplace Addendum (for instance, see “Account Statements and Notices,” “Periodic Statements”). Unless expressly limited, the Joint Account rules explained in the Client Manual – Consumer Accounts and Marketplace Addendum otherwise remain unchanged.

“In-Trust-For (“ITF”) Account” means an account where you designate another person as beneficiary of the account. You can open an individual or joint ITF account as long as it is not a checking account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before that time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary.

“Trust Account” means an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

“Uniform Transfers to Minors Account” (“UTMA Account”) means an account owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland’s UTMA rules. We act only upon the custodian’s instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

Citibank reserves the right to restrict an UTMA account once the account reaches the age of termination under state law. If the custodian refuses or is unable to transfer remaining UTMA account funds to the beneficiary at the age of account termination, Citibank may, at any time thereafter and in its sole discretion, block the UTMA account. If the UTMA account is blocked by Citibank, any and all future withdrawals from or deposits into the UTMA account will be prohibited. In addition, Citibank may issue a check for the balance of the UTMA account directly to the beneficiary if Citibank in its sole discretion believes the UTMA account has terminated under state law. Citibank also has the right to close the UTMA account at any time by issuing a check for the balance of the account in UTMA form.

Account Opening/Ownership/Maintenance

Amendments/Changes to This Agreement

We may change the terms of this Agreement by adding, deleting or modifying existing ones in which a notice will be provided as required by law. We may also amend the Agreement without prior notice, unless otherwise required by law (e.g., by posting the information in our offices, on our web site, or otherwise making it available to you). You should retain all amendments and notifications with copies of the agreements and disclosures we provided to you when opening your account.

Arbitration

This Agreement contains an arbitration provision that explains that you cannot go to court, have a jury trial or initiate or participate in a class action if you have a dispute with us. Instead, this provision tells you that the dispute must be resolved by a professional arbitrator, not a judge or jury. This section also explains how arbitration works and some of the differences between resolving a dispute in arbitration and resolving one in court. All of the terms of the arbitration provision are set forth in the section entitled "Arbitration." Please read it carefully.

Conflicting Demands/Disputes

If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Exemplar Signature

Citibank may use automated processes to capture a digital image of your signature on checks written on your account to retain as your on-file signature. This on-file signature will be kept in Citibank's records and may be used to determine the authenticity of your signature and whether subsequent checks or instructions on other items and documents are authorized by you.

Governing Law

Accounts and services are governed by federal laws and regulations and to the extent not preempted by federal law or otherwise inapplicable, by the "governing state law" determined as follows for accounts opened or services signed up for on or after February 24, 2012: If you open your account or sign up for a service in a branch, by the law of the state where the branch is located, regardless of the state where you reside, or, if you open your account or sign up for a service remotely (for example by Citibank® Online or CitiPhone Banking®), by the law of the state designated in the following chart unless a specific agreement or statute requires otherwise. In either case, state conflict of law provisions will not apply.

Governing State Law

If you open your account, or sign up for a service remotely (i.e., Citibank® Online, CitiPhone Banking®) and reside here . . .	Then the governing state law will be . . .
California	California
Connecticut	Connecticut
Florida	Florida
Illinois	Illinois
Maryland	Maryland
Nevada	Nevada
New Jersey	New Jersey
New York	New York
Texas	Texas
Virginia	Virginia
Washington, D.C.	Washington, D.C.
Any other U.S. state, territory or possession	South Dakota

If you open your account remotely, your Home Branch will generally be the branch where your first account is opened or subsequently transferred. Usually, once your Home Branch is established, additional accounts you open can be assigned to the same Home Branch regardless of the governing law applicable to the additional accounts. If you open your account in a branch, your Home Branch will be the branch where you opened the account. If you notify us of a change of address after your account is opened, it will not affect the Home Branch where your accounts are maintained and it will not affect the governing state law applicable to your existing accounts.

Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Information Sharing

Our consumer privacy notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our consumer privacy notice. A copy of our consumer privacy notice accompanies your Agreement and we will provide it thereafter as required by applicable law. You may obtain a copy of our consumer privacy notice at any branch, by calling us toll-free within the U.S. at 1-888-214-0017, by calling CitiPhone Banking® (see the “Contact Us” section of this Manual for telephone numbers) or by visiting citibank.com. You may change your privacy preferences at any time by calling the toll free number listed in our privacy notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

Limitation on Time to Sue or Arbitrate

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if the governing state law of your account is Texas).

Recording Your Service Requests

We may monitor or record your conversations with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

Your Consent for Us to Call You

You understand that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. You understand your service provider may charge you for these calls/messages.

Your Consent for Us to Use Your Mobile Phone Number to Identify You

When you provide a mobile phone number to us, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Citi with your wireless operator account profile information for the duration of your business relationship with Citibank.

Separately, Citibank may obtain information about your mobile phone activity from third parties and may use this information for its other everyday business purposes. For more information, see our U.S. Privacy Notice for Consumers.

Security Interest

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

Severability

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

Waiver

We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

Account Opening

All accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents. Please note: Your ability to perform or request certain account transactions on a new account, such as wire transfers, may be delayed for one or more business days after account opening.

Requests to open new accounts made through Citibank® Online or CitiPhone Banking® after 8:00 PM Eastern Time (7:00 PM Central Time, 5:00 PM Pacific Time) on a Business Day or on a weekend or holiday will be deemed to be received on the next Business Day. Requests to open new accounts in a branch after the end of Business Day will be deemed to be received on the next Business Day. The end of Business Day is posted at each branch.

Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information, including negative account activity, about you and any joint account owners or authorized signers on the account (including any account closed by Citibank) to a Consumer Reporting Agency. As a result, this may prevent you from obtaining services at other financial institutions, including opening an account. If you believe that we have inaccurately reported information to a Consumer Reporting Agency, you have the right to file a dispute with that Consumer Reporting Agency. You may also file a dispute by calling CitiPhone Banking® (see the "Contact Us" section of this Manual for telephone numbers) or write to us at Citibank – Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

Checking Account Sub-Accounts

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily.

Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. For all types of Interest Checking, the savings sub-accounts pay the same interest rate as their corresponding transaction sub-accounts. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc.

Updating Your Account Information

It is important that your account records be kept up to date. You have a responsibility to provide us with your mailing address. Please inform us of any changes, including updates to your email address. Be sure to update all accounts accordingly. An incorrect address, may prevent receipt of bank statements and other important account related communications. Additionally, we will not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from an improper physical, mailing or applicable other address.

You can update your account information by doing the following:

- By changing your profile settings on Citi Online or the Citi Mobile App;
- By calling CitiPhone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Changing your address will not change the governing state law or the Home Branch of any of your existing accounts or services. If you have changed your address and would like to change your Home Branch or the governing state law of your existing accounts or services, you must either visit a branch or call CitiPhone Banking®.

We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

Transferring Account Ownership

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

Language Preference

This section applies if your preferred communication language about Citi's products and services is other than English. Although we may not be able to accommodate your language preference at all of our branches or for all products and services, as a courtesy, at your request, and for your convenience only, when you open an account with us we may be able to provide you with services in your preferred language.

Account Documents

English is the controlling language governing your banking relationship with us and your account documents. As an example, the English version of this Agreement is the governing Agreement.

Spanish Language

For customers who inform us their preferred language is Spanish, upon your request, Citi can provide you with an unofficial Spanish translation of this Agreement and Spanish versions of your account statement. Although we may send you a Spanish version of your account statements, you can obtain an English version upon request. If you receive both an English and Spanish version of this Agreement or if you request English and Spanish versions of your account statements, you should retain both versions for your records. Many features on Citi Online and Proprietary Citibank ATM, and CitiPhone Banking® are offered in Spanish.

Account Communications

Other than Spanish, account communications and certain other notices, disclosures and communications may only be available in English.

Availability of Products and Services

Although some products and services provided in our branches may be available only in English, you may be able to speak to a representative at a branch or a Relationship Manager in your preferred language. Not all preferred languages are available in every branch. Please call CitiPhone Banking® to find branches with representatives who speak your preferred language.

Customer Service

You may be able to receive customer service in your preferred language by calling CitiPhone Banking®.

Account Errors and Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if a deposit amount is entered in an amount that is different than the actual amount of the deposit or items you deposit are returned unpaid. In the case of a deposit error where the deposit amount is entered in the wrong amount, we will either investigate the discrepancy and make an adjustment (debit or credit) to your account or alternatively, credit your account for the full amount of the discrepancy without investigation.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

Note: There are exceptions to this thirty day notice requirement. For claims asserting forged, missing, or unauthorized endorsements or a material alteration, you must notify us within the period specified by the state law applicable to your accounts.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one (1) year (two (2) years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information about a transaction, call CitiPhone Banking® at the number on the back of your Citibank® Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the "Substitute Checks and Your Rights" section of this Manual. Please read the "Error Resolution and Notice Procedures" provisions of the "Electronic Banking" section of this Manual for additional information about problems with such transactions.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the "Right of Setoff" section of this Agreement.

Assignments

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

Foreign Account Tax Compliance Act

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

Account Transactions

What This Section Covers

This section governs transaction activity in the following Citibank accounts: all types of checking, savings and money market accounts. It does not apply to certificate of deposit accounts. Please note: Your ability to perform or request certain account transactions on a new account, such as wire transfers, may be delayed for one or more business days after account opening.

Checkbooks and Checks

When you open a checking or money market account with a check writing feature, you can order personalized checks through us. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you choose to have your checks printed by another vendor, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately.

For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

Deposits

You can make deposits:

- To qualifying accounts linked to your Citibank® Banking Card¹ at any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week. Simply follow the directions on the ATM screen to insert your check or cash deposit in the appropriate slot. Some instruments such as some money orders or foreign checks cannot be accepted by the ATM terminal and must be deposited with a branch representative. When your transaction is completed, you will receive a transaction record via email or print (which ever option you select), that will provide an image of the check(s) or a breakdown of the cash accepted.
- With a teller, during regular banking hours, at any Citibank branch in the United States;
- By using our Deposit/Payment Express boxes which are located at select Citibank branch locations;
- By mail;
- By Mobile Check Deposit;
- By Direct Deposit (forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online);

Footnotes:

¹ To ensure your accounts are properly linked, please stop by a branch or contact CitiPhone Banking® at 1-888-CITIBANK. You may also view a list of eligible accounts types, and link your qualifying Citi® accounts to your Citibank® Banking Card by signing on to citibankonline.com. Select the "Link/Unlink Other Citi Accounts" option under "Services" and follow the instructions.

- By Citibank® Global Transfer Service (where available);
- By an ACH or wire transfer; or
- By Inter Institution Transfer Service. For more information about these transfer services, refer to the “Electronic Banking” section of this Manual.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

Remotely Created Checks

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

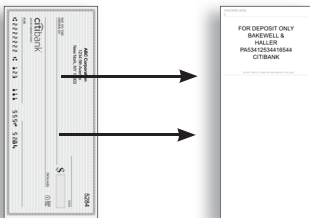
If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly by signing the back of the check. The area reserved for your signature is on the back of the check, within 1½ inches from the “top” edge (as shown in the picture below). Do not make any additional marks or notations on the back of the check.

You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit.



Items Sent for Collection

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

Verification and Collection

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

ACH Provisional Credits

Credit for an automated clearing house ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Notice of Incoming Transfer

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact your Home Branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile® or Citibank® Online.

Returned Items/Transactions

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically.

We may also place a hold on the funds in question (see "Funds Availability at Citibank" section in the *Marketplace Addendum*) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

Reconstructing Lost, Missing, or Destroyed Deposits

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any account you maintain with us.

You agree to cooperate fully with us to reconstruct such a deposited item by promptly:

- Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

Our Right to Refuse Deposits

We may, at our discretion, refuse to accept funds for deposit to your account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

Account Balance and Transaction Information

Although you may view your account information on Citibank® Online, Citi Mobile® or at an ATM and you may receive account information through CitiPhone Banking® and account updates through Citi® Text Banking, the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal.

The end of Business Day cut-off time for the transactions listed in the following chart is 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time). The cut-off time impacts the actual day on which these transactions will be effective and reflected in your account balance.

Type of Transaction Performed	Channel Where Transaction is Performed
Deposits and Payments ²	Proprietary Citibank ATMs
Mobile Check Deposit	Citi Mobile®
Withdrawals	All ATMs
Citibank® Global Transfers	Proprietary Citibank ATMs, Citibank® Online, Citi Mobile®
Internal Transfers to other linked Citibank Accounts	Proprietary Citibank ATMs Network ATMs (primary account only) ³ Citibank® Online Citi Mobile® Telephone-initiated transfers (automated or staff-assisted)

Footnotes:

² Other than transfer payments to linked Citi Credit Cards.

³ Refer to details in section At a Proprietary Citibank ATM or at an ATM Network Machine.

External Funds Transfers

The following terms apply to any request to transfer funds from your account to an account maintained at another institution other than those made using an online or mobile person to person transfer service which is subject to a separate agreement. Examples of funds transfers covered by this section include wire transfers and Citibank® Global Transfers. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For international funds transfers, you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For international funds transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

Reliance by Citibank

Citibank will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide Citibank® with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as "BIC" or "SORT") identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.

Security Procedures

When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that Citibank receives and verifies in accordance with the security procedure outlined above.

Transfer to a Beneficiary Bank

When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a Clearing House Interbank Payment System (CHIPS) member. You may request that the funds either be deposited into a particular account at the beneficiary bank or be held at the beneficiary bank for your beneficiary. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. When you identify a beneficiary by name and account number, the beneficiary bank may make final payment of the funds to the person identified by the account number even if the account number identifies a person different than the named beneficiary. If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not Citibank's.

Currency of Transfer

Funds Transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Citibank may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the account is held in foreign currency (either the local currency of the country where the account is maintained or another foreign currency offered by Citibank) Citibank will send the transfer in that foreign currency unless the transfer in foreign currency is prohibited by local restrictions of the destination country. If you indicate you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in one of the foreign currency options provided by Citibank at the time of the transfer request. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your transfer. For transfers in foreign currency, Citibank will convert your U.S. dollar payment to the foreign currency selected by you at Citibank's exchange rate in effect at that time for similar transactions. The exchange rate includes a commission to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

Delays or Non-Execution of Funds Transfers

We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of Citibank or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

Incoming Funds Transfers

Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, to determine if a funds transfer has been credited to your account, you can call CitiPhone Banking®, view your account information on Citibank® Online or Citi Mobile®, or request account updates via Citi® Text Banking.

Cancellations or Amendments of Funds Transfer Requests

Applicable to Consumer International Citibank Global Transfers and International Wire Transfers

You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply.

To cancel a Consumer International Citibank Global Transfer, please call 1-866-515-1725 (TTY 1-800-788-6775), sign into citibankonline.com, Citi Mobile, or visit a full-service proprietary Citibank ATM. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 1-800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

Applicable to all other Funds Transfer Requests

You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

Rejection of a Funds Transfer Request

We reserve the right to reject your funds transfer request without cause or prior notice. We may reject your request if the dollar value of one or more of your transfer requests exceed your daily transfer limit, if you have insufficient available funds in your account for the amount of the funds transfer and applicable fee, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person providing the request, or if we are unable to fulfill your request for any other reason. For international transfers you understand we are required by U.S. regulations to provide you with certain information about your transfer request and if we are unable to provide you with that information at the time of your transfer request for any reason, we will need to reject your request. If we reject a request for a funds transfer, you will be notified of the rejection at the time of your request or as soon thereafter as we determine to reject the transfer request.

General Tips for Wire Transfer Safety

Wire transfers are a fast way to send money to individuals and businesses. However, because they are fast and final they can also be a target for fraud. According to the Federal Bureau of Investigation, the incidents of wire transfer scams have increased significantly. Common scams include: phishing (attempts to obtain sensitive information such as account details by posing as a reputable company via email, text, or phone); family emergency (receipt of a message from a friend or family member claiming to be in need of money for an emergency); and IRS Impostors (fake IRS tax notices or individuals impersonating as IRS agents claiming you owe taxes). For additional recent and common scams, please visit the Federal Trade Commission web site at <https://www.consumer.ftc.gov/features/scam-alerts>.

Your financial security is important to us. We encourage you to take the following steps to reduce your risk of fraud when sending wire transfers:

- Know Who You are Dealing With – Do not send funds to an individual or business you don't know personally.
- Verify your Wire Transfer Instruction – Check the information you include on a wire transfer instruction to verify the information is correct.
- Verify the legitimacy of what you are paying for – Independently confirm (whether in-person or through a trusted third-party) the legitimacy of what you are paying for.
- Be Cautious of any Recipient Claiming Urgency – Don't be rushed into initiating a transfer to anyone claiming an urgent deadline.

If you believe you may have been a victim of a wire transfer scam, time is of the essence. Please contact Citibank immediately so that we can attempt to contact the corresponding financial institution that may have received the fraudulent wire transfer.

Claims

Applicable to claims or questions with respect to Consumer International Citibank Global Transfers and International Wire Transfers

Please refer to the "Error Resolution and Notice Procedures for Claims or Questions concerning Consumer International Global Transfers and International Wire Transfers" paragraph under "Electronic Banking" for a description of your rights.

Applicable to claims or questions with respect to domestic Citibank® Global Transfers

Please refer to the "Error Resolution and Notice Procedures for all other Electronic Fund Transfers" paragraph under "Electronic Banking" for a description of your rights.

Applicable to claims or questions with respect to Domestic Wire Transfers.

You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

Limitation of Liability

Citibank shall not be responsible for any incidental or consequential damages or expenses arising in connection with your funds transfer.

Withdrawals

Where to Make a Withdrawal

At a Citibank Branch

You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

At a Proprietary Citibank ATM or at an ATM Network Machine

You can use your Citibank® Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from primary linked accounts at a Network ATM. Depending on the terms of your account, there may be a Citibank transaction fee for cash withdrawals from a Network ATM other than those which you can use without incurring a surcharge as described in the following paragraph. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, refer to the "Electronic Banking" section of this Manual.

You can withdraw cash, get information and make transfers between your eligible linked Citibank accounts with no surcharge fee when you use your Citibank Banking Card at ATMs in the U.S. located at Citibank branches, ATMs at select retail store locations, and ATMs participating in the MoneyPass® Network. ATMs in retail stores and at other non-Citi locations are not owned or operated by Citibank. Use the Citi Worldwide ATM/Branch Locator on Citibank Online or the Citi Mobile® App to find the nearest ATMs and branches, including non-Citibank ATMs in the U.S. with surcharge free access.

Cash Withdrawals

Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

Writing a Check

You can write a check for any amount up to the available balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

Paying Your Checks

Electronic Presentment of Checks

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

Check Processing Cut-off Hour

In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 PM on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

Notations on Checks

We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

PLEASE NOTE: As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

Post-Dated Checks

You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if the governing state law of your account is in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call CitiPhone Banking® and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act

on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

Stale-Dated Checks

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a “stale-dated” check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

Stop Payment Orders (Checks)

General

Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citibank® Online or by calling CitiPhone Banking®. For information about stopping payment on an automatic withdrawal or payment from your account (ACH), please refer to “Stop Payment Orders (Automatic Transfers)” in the “Electronic Banking” Section of this Manual.

A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

When you place a stop payment on a check, a stop payment fee may apply. Please refer to “Other Fees and Charges For All Accounts” in the *Marketplace Addendum* for a schedule of applicable fees.

When you place a stop payment order on a check and believe that the check may be converted to an electronic transaction (ACH), you should also place a second stop payment as an ACH. There is no fee for the second stop payment.

Contents of Stop Payment Order

You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee’s name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

Effective Period of Stop Payment Order: Renewal

A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods.

Your instructions to remove or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

Payment over Valid Stop Payment Order

If you believe that we have paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.

Replacement Check

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

Official Checks and Money Orders

You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a "Stop Payment Request and Indemnity Agreement" form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

Insufficient Account Balances

We may accept, pay, certify, or charge to the appropriate account, checks and other items in the order we choose. For purposes of this "Insufficient Account Balance" section and the following "Overdrawing Your Account" section, an "item" includes checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day. We do not necessarily process transactions with regard to the fees that you may incur for insufficient balances.

Generally, your deposits and withdrawals are processed as follows:

First: Deposits made before the cut-off time are added to your account balance.

Second: Fees for services we provide.

Third: Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay for the transaction and any associated fee. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citibank® Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits⁴ that we receive throughout the day.

Fourth: Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount.

Footnotes:

⁴ ACH (Automated Clearing House) debits are received electronically through a merchant you have instructed to bill your checking account i.e., for your utility or phone bill.

Overdrawing Your Account

In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) as stated in the “Other Fees and Charges for All Accounts” fee schedule located in the *Marketplace Addendum*. **Additionally, you may be charged a fee by the merchant or other payee.**

An Overdraft Fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Multiple fee(s), including Overdraft fee(s) and Returned Item fee(s), may be charged to you as a result of a returned, retry, or resubmission of a check, transaction or item. We may charge Overdraft fee(s) or Returned Item fee(s) each time a check, item, or transaction is presented or re-presented, which means more than one Overdraft fee(s) and/or Returned Item fee(s) may be charged for a check, item, or transaction. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft Fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn.

Please note that we do not charge an Overdraft Fee for ATM or debit card overdrafts. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We offer a line of credit account called Checking Plus® (variable rate) line of credit, which can cover your incoming items (as defined in the “Insufficient Account Balances” section) and prevent returned items up to your available credit line. This overdraft protection is not automatic and you must apply for and be approved for this account. You can also enroll in our Safety Check service, which lets you link a money market or savings account to cover overdrafts or use of unavailable funds in your checking account. For more information on Checking Plus® (variable rate) line of credit and Safety Check, please refer to the “Overdraft Protection” section of the *Marketplace Addendum*.

Withdrawal Refusals

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See the “Funds Availability at Citibank” section of the *Marketplace Addendum*.)
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;
- If the account is pledged as collateral for a loan;

- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;
- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

Withdrawal Notice

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all interest checking, savings and money market accounts. We currently do not exercise this right and have not exercised it in the past.

Check Cashing***Your Own Checks***

You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank® Banking Card or other identification that is acceptable to us.

Third Party Checks

In certain instances we may allow you to cash a third party check (i.e., a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank® Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/ or fee calculation purposes for up to the number of days it takes for us to collect the check.

Payee Check Cashing

When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a designated Citibank branch up to the applicable limit which is currently \$5,000. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or, if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

Check Cashing for Others

You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

Account Statements and Notices, Periodic Statements

We will provide a periodic account statement to you showing all activity for the statement period, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about checks presented against your account, and other notices about your linked accounts. We use postage-paid ordinary postal-mail to send you statements or notices to the postal mail address reflected in our records for the account.

Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the U.S. mail or the date that the email notifying you that your statement is available on Citibank Online is first sent, regardless of whether or not you receive it.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable. If you have a checking, Checking Plus®, or Checking Plus® (variable rate) line of credit account, you will receive a statement each month and that statement will include information regarding all of your other linked accounts.

You can arrange to receive separate statements for your linked Citibank accounts by calling CitiPhone Banking® (see the “Contact Us” section of this Manual for telephone numbers).

Instead of receiving a paper statement through ordinary postal mail, any signer on an account may elect to enroll in our paperless statement service when you are registered on Citibank Online. If you elect to use the paperless statement service, we will notify you via email of the availability of your statement on Citibank Online. The terms and conditions for the paperless statement service are subject to a separate agreement which you will accept when enrolling in the service and can view at any time on Citibank Online.

Cancelled Check Options

Unless you have an account package that allows you to elect otherwise and you have done so, we will not send you images of your cancelled checks.

If you have a checking account in the Citigold® Account Package, Citi Priority Account Package, Citibank® Account Package or a Citi Private Bank Account, you may elect to have your check images delivered with your periodic statements. You must speak with an account representative to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you.

Images of your cancelled checks presented within the past 18 months are also available to you through Citibank® Online. Additionally, you may request a copy of any of your cancelled checks by calling CitiPhone Banking®. Please refer to “Other Fees and Charges for All Accounts” in the *Marketplace Addendum* for applicable fees.

Substitute Checks and Your Rights

What Is a Substitute Check?

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." You can use it the same way you would use the original check. Federal law allows banks to replace original checks with "substitute checks." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

Your Rights

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank® Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

Filing a Claim

If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking® at the number indicated in the "Contact Us" section of this Manual. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) Business Days from the day you first notified us of your claim.

If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

Special Circumstances

Forfeited Accounts

If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

Death or Legal Determination of Incompetence

You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit your Home Branch or contact CitiPhone Banking® (see the "Contact Us" section of this Manual for telephone numbers).

Dormant Accounts

Under applicable state abandoned property statutes, your account will be considered dormant (inactive) and we may be required to send to the appropriate state the balances in your deposit account unless you have done at least one of the following during a specified period of time:

- Deposited or withdrawn funds;
- Signed and returned our active account confirmation form; or
- Written to us concerning the account.

A certificate of deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If your address, as recorded on our bank records, is outside of the United States, South Dakota law will govern.

Legal Process

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under

any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

Restricted Access

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

Closing a Deposit Account

You may close your account at any time (except as stated otherwise in this Manual). We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/ signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will send you a check for your final balance, if any, minus any applicable account fees and charges. For clients living outside the United States, you may be asked to complete wire transfer instructions to receive your funds. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement. If we close your account because of negative account activity, we may report that information to a Consumer Reporting Agency.

Certain Deposit Accounts with Transactional Features

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example, as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for FDIC "pass-through" insurance. This means the account may qualify for more than the standard deposit insurance amount. If the account has transactional features, you must be able to provide a record of the interests of the beneficial owner(s) in accordance with FDIC requirements in the format presented below. Additional information that describes the process to follow and the information you will need to provide to the FDIC in the event Citibank fails can be found on the FDIC's website in a document entitled "Deposit Broker's Processing Guide" in section "VIII. Part 370 Alternative Recordkeeping Entity Processing: Addendum to the Deposit Broker's Processing Guide."

In the event that Citibank fails, you agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts. This includes providing the FDIC with the information described above in the required format within 24 hours of bank failure. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in your receipt of FDIC insured funds. Notwithstanding other provisions in this Agreement, this Section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this Section.

FDIC Format for Account Beneficiary Information (To be completed for each account beneficiary)

Field Number	Field Name	Description
1	Blank	Blank
2	Account Number	Account Number at Citibank
3	Blank	Blank
4	Blank	Blank
5	Tax ID	Customer's SSN (no hyphens) or Tax ID number
6	Tax ID Code	Code indicates corporate (TIN) or personal tax identification number (SSN)
7	Name 1	Full name of owner line 1 as it appears on the account
8	Name 2	Full name of owner line 2 as is appears on the account
9	Address 1	Address line 1 as it appears on the customer's statement
10	Address 2	Address line 2 as it appears on the customer's statement
11	Address 3	Address line 3 as it appears on the customer's statement
12	City	Address city as it appears on the customer's statement
13	State	State postal abbreviation as it appears on the customer's statement
14	Zip	Address zip as it appears on the customer's statement (no hyphens)

Field Number	Field Name	Description
15	Country	Country code as it appears on the customer's statement
16	Province	Province as it appears on the customer's statement
17	Blank	Blank
18	Principal	Principal balance of the customer's account as of the institution failure date
19	Blank	Blank
20	Deposit Account Ownership Category	Single, joint, or business account
21	Transactional Flag	This field indicates whether the account has transactional features. Enter "Y" if account has transactional features, enter "N" otherwise. Transactional features means that the account holder can make transfers or withdrawals from the deposit account to make payments or transfers to third persons or others (including another account of the depositor or account holder at the same institution or at a different institution) by means of a negotiable or transferable instrument, payment order of withdrawal, check, draft, prepaid account access device, debit card, or other similar order made by the depositor and payable to third parties, or by means of a telephonic (including data transmission) agreement, order or instruction, or by means of an instruction made at an automated teller machine or similar terminal or unit
22	Blank	Blank
23	Blank	Blank
24	Account Beneficiary Full Name	Account beneficiary's first, middle, and last name or the registered name of the entity
25	Account Participant Type	BEN is the type you should use
26	Blank	Blank
27	Blank	Blank
28	Beneficiary's Government-Issued ID	This field shall contain the ID number that identifies the account participant based on a government issued ID or corporate filing. For a United States individual – Legal identification number (e.g. SSN, TIN). For a foreign national individual – where a SSN or TIN does not exist, a foreign passport or other legal identification number (e.g. Alien Card). For a non-individual – the Tax identification Number (TIN), or other register entity number. The SSN or TIN should be used for uniquely identifying the account participant, and is not intended to be used for aggregation purposes
29	Beneficiary's Government-Issued ID Type	The valid account participant identification types, are: SSN = Social Security Number, TIN = Tax Identification Number, OTH = Other

Foreign Currency Exchange

Citibank's World Wallet® service offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. Foreign currency is available in more than 50 different currencies. You can order foreign currency simply by visiting your local Citibank branch or by calling CitiPhone Banking®. Daily order limits may apply. Delivery of foreign currency can be made to your address on record or an alternate address in the continental United States, for an additional nominal charge. Citibank will not deliver to P.O. Boxes or to locations outside of the continental United States. All orders placed for next business day delivery must be made by 3 PM Central Time. For more information about these services, you may visit citibank.com, call CitiPhone Banking® or 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

Limitation of Liability

We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

Electronic Banking

The following terms apply to a) Electronic Fund Transfers (EFT) (e.g., consumer ATM transactions, point-of-sale (POS) transactions, domestic Citibank Global transfers, Zelle® transfers, ACH transfers and Instant Payments) and b) where indicated International Citibank® Global Transfers and consumer international wire transfers designated as remittance transfers under federal law. Any authorized signer on an account may apply for these services on behalf of all authorized signers. Some EFT services are subject to separate terms and conditions (e.g., Citibank Global Transfers and Zelle® transfers) which are provided to you when enrolling in a specific service.

We shall comply with the requirements of, and you shall be entitled to, the remedies for error resolution for an EFT required in accordance with the federal Electronic Fund Transfer Act, 15 USC 1693 or alternatively, the remedies for error resolution for a remittance transfer in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, 15 USC 1693o-1 and regulations promulgated thereunder. You may be entitled to additional rights and remedies – including different limitations of liability for unauthorized transactions – according to the governing state law of your account. For more information, refer to “Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions” in this section of the Manual.

General

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus®, Checking Plus® (variable rate) line of credit or Safety Check. Some Network ATM operators may impose lower limits on cash withdrawals.

Limitations on Transfers and Withdrawals and Right to Suspend or Discontinue Services

At any time we may change the transfer and withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors

ATM Terminal Transactions

You can get a record detailing the transactions you perform at Proprietary Citibank ATMs and Network ATMs. For deposits and payments made at Proprietary Citibank ATMs, your deposits and payments are accepted subject to bank verification.

Termination of Electronic Banking Services

If you wish to terminate any electronic banking services or no longer wish to use your Citibank® Banking Card, call us at CitiPhone Banking® at 1-888-CITIBANK or write us at P.O. Box 769004, San Antonio, TX 78245-9989.

Access Devices

Generally, you will receive your Citibank® Banking Card when you open your account. If you do not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Citibank® Banking Card transactions at Proprietary Citibank ATMs, at Network ATMs or for PIN based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- On Citibank® Online or Citi Mobile.

If you are unable to change your PIN at a Proprietary Citibank ATM or through the CitiPhone Banking® automated system, you may contact CitiPhone Banking® to request a PIN mailer. The sealed mailer contains a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN mailer, you will need to call CitiPhone Banking® to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys. You should also be aware that non-Proprietary Citibank ATMs and international ATMs may limit access to a primary checking account. To initially sign on to Citibank® Online, for additional security, in addition to your Citibank® Banking Card number and your PIN, you will need to choose a Citibank® Online User ID and Password. Together, the User ID and Password you select will be your Access Device for Citibank® Online.

To use the CitiPhone Banking® automated service, in addition to your Citibank® Banking Card, you will need a Telephone Access Code (TAC) or other form of permitted Access Device. Once you have received your Citibank® Banking Card, you can set up this code by calling CitiPhone Banking® (at the number on the back of your Citibank® Banking Card) for instructions on how to establish your TAC. To use the Citi Mobile® App or Citibank® Online, in addition to your Citibank® Banking Card, you will need a User ID and Password. If an unauthorized person has obtained access to your Citibank® Banking Card, your PIN, your Citibank® Online User ID and Password or your TAC, notify Citibank immediately. Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank® Banking Cards.

We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank® Banking Card at any time and for any reason. To do so, cut your card in half and notify us through CitiPhone Banking®, Citibank® Online or at a Citibank branch. You agree to return the Citibank® Banking Card to us upon request.

Withdrawal Posting Cut-Off Times

For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, the following applies: A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Withdrawals made after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on non-Business Days will post to your account on the following Business Day.

Types of Transactions; Limitations

Cash Withdrawals

The cash withdrawal limits outlined in the chart may apply on a per account per Business Day basis or on a per Citibank Banking Card, per Business Day basis. The stated limits apply regardless of the number of signers on an account or Citibank Banking Card.

The number of cards issued to a Citigold® Private Client, Citigold Account Package, Citi Priority or Citi Private Bank account customer does not affect the maximum withdrawal limit per account.

Cash Withdrawal Limits

Account Package or Tier	Limit
Citigold® Private Client Tier	\$5,000 per account per Business Day
Citigold® Account Package ¹	\$2,000/\$5,000 per account per Business Day
Citi Priority Account Package	\$2,000 per account per Business Day
All Other Account Packages	\$1,500 per Citibank® Banking Card, per Business Day
Citigold® Account Package for Citi Private Bank Clients	\$5,000 per account per Business Day
Citibank Account Package for Citi Private Bank Clients	\$5,000 per account per Business Day

For all packages, you may be able to place a \$50 per Business Day cash withdrawal and point of sale limit on the amount you can access from any or all of your deposit accounts using your Citibank® Banking Card. If you would like to place such a limit, please call us at the number on the back of your card.

For International Personal Bank U.S. clients in the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive *Preferred*, and Citi Global Executive Account Packages, please refer to your respective *Marketplace Addendum* for Citibank® Banking Card cash withdrawal limits.

There is no limit to the number of withdrawals you can make. You can use your Citibank® Banking Card to:

- Withdraw cash at a Proprietary Citibank ATM from your linked deposit accounts or obtain a cash advance from your linked line of credit and credit card accounts as permitted by the terms of those accounts;
- Withdraw cash at a Network ATM.

Fees for Cash Withdrawals

There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. Our charges for cash withdrawals at non-Citibank ATM locations will vary based on the account package you selected. When you use a Network ATM other than at a location within our surcharge-free network, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), see your applicable customer agreements.

Deposits

- You can make deposits at a Proprietary Citibank ATM, to your linked checking, savings and money market accounts. ATM deposits received before the cut-off time for that Business Day will be considered deposited on that day. ATM deposits received after the cut-off time for that Business Day will be considered deposited on the next Business Day.
- You may have funds sent to your checking, savings and money market accounts by Direct Deposit.

Footnotes:

¹ The higher cash withdrawal limit applies to Citigold Account Packages with a combined average balance of \$400,000 or more for the month which is two calendar months prior to the date of the transaction.

Payments to Us and to Our Affiliates

You can make payments at a Proprietary Citibank ATM or through Citibank Online or Citi Mobile directly to qualifying loans linked to your Citibank® Banking Card and Citibank Online/Citi Mobile profile by transferring funds from your checking, money market or savings account to the loan account.²

Bill Payments

- You can make payments to third parties by calling CitiPhone Banking® or by using Citibank® Online or Citi Mobile®. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time on the day prior to the scheduled payment date. You can cancel a payment via Citibank® Online or by calling CitiPhone Banking® directly at 1-800-374-9700. A CitiPhone Banking® Services representative will be able to assist you whether the bill payment was scheduled via CitiPhone Banking® or via Citibank® Online or Citi Mobile. If you cancel one of a series of recurring payments, all subsequent payments of the series will be cancelled. If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.
- Your periodic Citibank account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989, or call CitiPhone Banking®.
- A pre-authorized bill payment can be reviewed online or via CitiPhone Banking®. If you believe an unauthorized bill payment has been or might be made, you should call CitiPhone Banking® directly at 1-800-374-9700.
- There is no monthly charge or transaction fee for paying your bills using Citibank® Online or Citi Mobile, the Telephone Automated Bill Payment Service or when you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative.
- If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or service provider, and not Citibank, regarding varying payments.

Footnotes:

² Your ability to make a transfer is subject to our Funds Availability Policy and other terms and conditions in this Manual and your Marketplace Addendum.

Bill Payment Limits

Account Package or Tier	Calendar Day Limit	Limit
Citigold® Private Client Tier	\$50,000	\$50, 000 per individual payment
Citigold® Account Package	\$50,000	\$50, 000 per individual payment
Citi Priority Account Package	\$50,000	\$50, 000 per individual payment
All Other Account Packages	\$50,000	\$10, 000 per individual payment
Citigold® Account Package for Citi Private Bank Clients	\$50,000	\$50,000 per individual payment
Citibank Account Package for Citi Private Bank Clients	\$50,000	\$10,000 per individual payment
Citigold® Private Client International for International Personal Bank U.S.	\$50,000	\$50,000 per individual payment
Citigold® International for International Personal Bank U.S.	\$50,000	\$50,000 per individual payment
Citi International Personal for International Personal Bank U.S.	\$50,000	\$10,000 per individual payment
Citi Global Executive for International Personal Bank U.S.	\$50,000	\$50,000 per individual payment
Citi Global Executive <i>Preferred</i> for International Personal Bank U.S.	\$50,000	\$50,000 per individual payment

Electronic Check Conversion

- You may authorize a merchant or other payee to make a one- time electronic payment from your checking account using information from your check to:
 - i. pay for purchases; or
 - ii. pay bills.

Internal Transfers Between Linked Accounts

- Transfer funds using Citibank® Online, Citi Mobile®, CitiPhone Banking® or at a Proprietary Citibank ATM between your linked checking, savings, money markets, and any linked credit card account. You may also transfer funds between your linked certificate of deposit, checking, savings and money markets accounts on Citibank® Online, Citi Mobile® or CitiPhone Banking®. Transfer funds between your linked checking, savings, money markets or credit card accounts at a Network ATM showing one of the network symbols shown on your Citibank® Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) refer to your applicable customer agreements. Transfer funds using Citibank® Online or Citi Mobile between your eligible checking or money market account and a linked Citigroup Global Markets Inc. Account ("CGMI Account"). Transfers to a linked CGMI Account can be done up to \$500,000 per Business Day. Transfer requests to a linked CGMI Account placed after 4:00 PM Eastern Time on a Business Day or any time on a non-Business Day will be processed on the following Business Day. To be eligible for this CGMI Account linking, your checking or money market account must be in the same title as your CGMI Account. Your checking or money market account cannot be used as a transaction account for your CGMI Account transactions. Citigroup Global Markets Inc. may have additional linking requirements and terms and conditions. To arrange for this linkage, please contact your Citigroup Global Markets Inc. advisor.

- Transfers can be arranged on a weekly, every-other-week or monthly basis, except for transfers to a linked CGMI account which are only permitted on an individual basis. All checking, savings and money market accounts allow making automatic transfer withdrawals and accept automatic transfer deposits from eligible accounts. Examples of these are monthly interest transfers from your savings account to your checking account or monthly transfers to fund your Individual Retirement Account.

Citibank® Global Transfer Service

You can use any eligible Citibank® checking, savings or money market account at Proprietary Citibank ATMs, via Citibank® Online, or Citi Mobile to transfer funds to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or receive funds into your account from another Citibank customer in the U.S. The minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for receiving a Citibank® Global Transfer into your account. When you send a Citibank® Global Transfer to the account of another Citibank customer in the U.S., the funds will be debited from your designated eligible account and immediately credited to the recipient's account. Transfers to U.S. accounts will be made in U.S. dollars. When you send a Citibank® Global Transfer to another Citibank account held by you or anyone else outside of the U.S., the funds will be debited from your designated eligible account and credited to the recipient's account. Generally, the transfer will be made in the currency of the foreign recipient's account. Citibank's exchange rate includes a commission for the conversion service. For general terms and conditions regarding external funds transfers, please refer to the "External Funds Transfer" terms in the Account Balance and Transaction Information section of this *Client Manual*.

Fees

For all account packages, there is no transfer fee for using Citibank® Global Transfer Service to make Account to Account fund transfers to any country.

Citibank® Global Transfer Service Limits for Account-to-Account Transfer (transfer limits are stated in U.S. dollars):

Account Package ³ or Tier	Citibank® Online	Citi Mobile®	Proprietary Citibank ATM	Weekly Limit
Citigold® Private Client Tier	\$100,000	\$100,000	\$100,000	\$500,000
Citigold® Account Package	\$100,000	\$100,000	\$100,000	\$150,000
Citi Priority Account Package	\$75,000	\$75,000	\$75,000	\$100,000
All Other Account Packages	\$50,000	\$50,000	\$50,000	\$50,000
Citigold® Account Package for Citi Private Bank Clients	\$100,000	\$100,000	\$100,000	\$500,000
Citibank Account Package for Citi Private Bank Clients	\$50,000	\$50,000	\$50,000	\$50,000

PLEASE NOTE: The transfer limits described in this section may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

Footnotes:

³ For Citibank Global Transfer service limits for International Personal Bank U.S. clients in the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive Preferred, and Citi Global Executive Account Packages, please refer to your respective Marketplace Addendum.

Destinations

We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained through CitiPhone Banking®, Citibank® Online or at Proprietary Citibank ATMs.

Inter-Institution Transfer (IIT) Service

You can request a transfer of funds through Citibank® Online: (1) from your eligible Citibank account⁴ to a verified account you hold at another financial institution in the United States; or (2) from a verified account you hold at another financial institution in the United States to your eligible Citibank account in the United States. Citibank generally uses the ACH Network to execute the Inter-Institution Transfer requests, but other methods of transfer may also be used. All requests must be made through Citibank® Online and are subject to the terms of this Manual, your Inter-Institution Transfer Service agreement, and other agreements and applicable laws and regulations, in each case as in effect from time to time. Currently, there are no fees to send or receive funds using the Inter-Institution Transfer Service. We reserve the right to change the fees charged for the use of the Inter-Institution Transfer Service. A copy of the Fee Schedule for the Inter-Institution Transfer Service is provided with your Inter-Institution Transfer user agreement. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers.

In addition, minimum available balance requirements apply to both incoming and outgoing transfers. Please refer to your Inter-Institution Transfer user agreement for specific information regarding these restrictions.

Mastercard® MoneySend

You can use your Debit Card to send funds person-to-person, or receive funds from a person, business or governmental agency through participating merchants and merchant web sites using Mastercard MoneySend. You can send up to \$1,000 per calendar day and \$10,000 per month when making a person to person transfer and up to \$2,500 per calendar day and \$10,000 per month when receiving person to person transfers. You can receive up to \$50,000 per calendar month from a business or governmental agency. Payments you receive will appear on your statement as "MoneySend Credit" and funds you transfer to another person will appear on your statement as "MoneySend Debit."

Zelle®

Zelle® is an easy and fast way to send money to other persons – typically within minutes between enrolled customers with a bank account in the U.S. – with just an email address or U.S. mobile phone number. Zelle® is a digital service available within the Citi Mobile® App and on Citi Online® that can be used by you to send and receive money with your checking account.

You are responsible for using the correct U.S. mobile phone number or email address belonging to your friend or family member or other trusted person as well as any keystroke or other errors you make when sending or requesting money.

For a full description of Zelle® including Frequently Asked Questions, please visit Citi Online. Zelle® is subject to terms, conditions and restrictions in the Citibank with Zelle® Terms and Conditions made available to you upon enrolling in the service or at any time on Citi Online.

Footnotes:

⁴ Eligible accounts are Citibank accounts (i.e. deposit accounts) owned by the Citibank® Online user (initiator of the transaction) that accepts ACH transactions. You must own both the Citibank account and the external account in order to make a transfer using Inter Institution Transfer (IIT) Service. Transfers to third parties are not permitted.

FOR THE PROTECTION OF YOUR ACCOUNT, ZELLE® SHOULD BE USED ONLY TO SEND MONEY TO FRIENDS, FAMILY OR OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER CITIBANK NOR ZELLE® OFFER A PROTECTION PROGRAM FOR ANY AUTHORIZED PAYMENTS MADE WITH ZELLE®. FOR EXAMPLE, IF YOU MAKE A PURCHASE USING ZELLE® BUT YOU DO NOT RECEIVE THE ITEM OR THE ITEM IS NOT AS DESCRIBED OR AS YOU EXPECTED.

Stop Payment Orders (Automatic Transfers)

You may stop an automatic withdrawal or payment, or recurring withdrawals or payments from your account, by visiting a Citibank branch, through Citibank® Online or by calling CitiPhone Banking® (see the "Contact Us" section of this Manual and your periodic statement for telephone numbers and address). If you request a stop payment by phone, we may ask you to confirm your instructions in writing within two (2) weeks. In order to place a stop payment on an automatic transaction, we must receive your instruction at least three (3) Business Days before the transaction is scheduled to be made. Payment cannot be stopped on an ACH transaction that has already been paid or that is in the process of being paid. If you order us to stop payment on a scheduled transaction in a timely manner and we do not do so, we may be liable for your losses or damages.

You may not be able to stop payment of a check that is converted to an electronic transaction (ACH). If you believe your check has been converted to an electronic transaction, you should also place a second stop payment on that electronic transaction. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

If you request a stop payment on all recurring transactions from the same originator (payee), we may require that you confirm, in writing or orally, that you have previously revoked your authorization with the originator (payee). If you fail to provide us with such confirmation, the bank is not obligated to honor your request and may debit your account for subsequent transactions initiated by that originator (payee). Please remember that in order to revoke your authority with that originator (payee) you must notify them at least thirty (30) days prior to the next scheduled transaction.

Contents of Stop Payment Order. You will need to accurately provide:

- Your account number;
- The date of the scheduled deduction or, for recurring transactions, the next scheduled deduction date;
- The exact amount (dollars and cents); and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a transaction. If the information is not exactly correct, a stop payment may not be effective.

Effective Period of Stop Payment Order. A stop payment order on an ACH transaction is permanent. For recurring transactions, this means that your stop payment order will stop all subsequent withdrawals/ payments initiated by that originator (payee) unless you contact the bank and request that the stop payment order be removed.

Payment over Valid Stop Payment Order. If you believe that we have debited a transaction from your account over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the transaction and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the transaction or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has sufficient funds to cover the indebtedness, we may also exercise our right of setoff.

Point-of-Sale (POS) Transactions

"PIN Based" Transactions

You can use your Citibank® ATM Card to purchase goods or services from merchant locations in the United States accepting the Interlink®, Maestro® or Cirrus® network brands by authorizing these transactions using your PIN.

You can use your Citibank® Debit Card to purchase goods or services from merchant locations in the United States accepting the Interlink® network brand by authorizing these transactions using your PIN. When making purchases, select "debit" to ensure these transactions are processed as PIN purchases.

Please note, "Direct Bill Payment" transactions set up with merchants may be processed as "PIN-Based" transactions, even though they may not require a PIN.

"Signature-Based" Transactions

If you have a Citibank® Debit Card, you can also use your card to perform an EFT to purchase goods or services and/or receive cash from locations that accept MasterCard®. These transactions are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including purchases you sign for, small dollar purchases that do not require a signature), Internet, phone and mail-order transactions.

All POS transactions made with your Citibank® Banking Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank® Banking Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Citibank® Banking Card. These merchants include, but are not limited to, internet gambling sites.

When you use your Citibank® Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your maximum purchase limits on your Citibank® Banking Card per account, per Business Day, are limited by the amount available in your account, whichever is lower.

Citibank Banking Card Maximum Purchase Limits

Account Package or Tier	Signature Purchase Limit	PIN Based Purchase Limit
Citigold® Private Client Tier	\$50,000 per account per Business Day	\$50,000 per account per Business Day
Citigold® Account Package	\$10,000 per account per Business Day	\$10,000 per account per Business Day
	\$25,000 ⁵ per account per Business Day	\$25,000 ⁵ per account per Business Day
Citi Priority Account Package	\$10,000 per account per Business Day	\$10,000 per account per Business Day
All Other Account Packages	\$5,000 per account per Business Day	\$5,000 per account per Business Day
Citigold® Account Package for Citi Private Bank Clients	\$50,000 per account per Business Day	\$50,000 per account per Business Day
Citibank Account Package for Citi Private Bank Clients	\$25,000 per account per Business Day	\$25,000 per account per Business Day

In addition to our right to change withdrawal limits or to suspend or discontinue operation of certain electronic banking services at any time based on security or other factors, we also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

For International Personal Bank U.S. clients in the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive *Preferred*, and Citi Global Executive Account Packages, please refer to your respective *Marketplace Addendum* for purchase limits.

Security Tips

We want you to be safe when you use any ATM or Debit card. You can help prevent unauthorized access to your accounts by following these simple steps:

- Treat your Citibank® Banking Card and other types of devices used to access your accounts like cash. Do not leave them where others can find them. Do not give them to anyone to hold as “security” for any reason and do not use them to show another customer how an ATM works.
- Keep your Personal Identification Number (PIN), Telephone Access Code (TAC) and other codes used to access your accounts secret. Do not tell them to anyone. Do not write them on your Citibank® Banking Card or keep them in your wallet or purse.
- Change your PIN periodically.
- Review your account statements regularly and let us know right away of any discrepancies.
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half hour after sunset.

Footnote:

⁵ This higher limit applies to Citigold® Account Packages with a combined average balance of \$400,000 or more for the month which is two calendar months prior to the date of the transaction.

- Consider having someone accompany you when using an ATM later than a half hour after sunset.
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.
- Be sure to completely close the door behind you when you enter or leave an ATM lobby.
- Be careful about giving information about your Access Device over the telephone.
- Never begin an ATM transaction if there is not enough light or you notice anything suspicious – go to a different location or come back at another time.
- Do not permit any unknown person to enter after regular banking hours.
- If you notice anything suspicious: Always cancel a transaction-in-progress, end your session, place your Citibank® Banking Card in your pocket and leave the ATM location.
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in your pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office.
- Always take your ATM receipt with you when you leave – do not leave it near the ATM.
- Be aware that many ATM machines record activity by a surveillance camera or cameras.

Please address any questions or complaints concerning security at Proprietary Citibank ATMs to CitiPhone Banking® at the number on the back of your Citibank® Banking Card or in the “Contact Us” section of this *Client Manual*.

For emergency assistance at any U.S. Citibank or U.S. Network ATM, please call 911.

Transactions Made Outside the U.S. and Puerto Rico ATM Cash and POS Transactions Outside the U.S.: Transaction Charge.

Whenever you use your Citibank® Banking Card outside of the U.S. and Puerto Rico to get cash at an ATM or to purchase goods or services, we will apply a foreign exchange fee equal to 3% of the transaction amount (including credits and reversals). This fee is waived for Citigold, Citi Priority, Citi Private Bank, and International Personal Bank U.S. Please refer to “Other Fees and Charges for All Accounts” in the *Marketplace Addendum*.

Currency Conversion Methods. Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank’s procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Proprietary Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard® currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (Note: this rate may be different from the rate that MasterCard® receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard® include Signature-based POS transactions and ATM withdrawals (including those at certain Proprietary Citibank ATMs). Please note that PIN-based POS transactions cannot be made at international locations. Citibank® Debit Cards can still be used to make Signature-based POS purchases.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions

Consumer Liability for transactions covered by Regulation E

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking® at the number in the "Contact Us" section of this Manual.

Please remember that your Citibank® Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank® Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Call CitiPhone Banking® at 1-888-CITIBANK or use the number in the "Contact Us" section of this Manual. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission, subject to zero liability protection.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500, subject to zero liability protection.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

The following additional terms are applicable if the governing state law of your account is that of one of the states listed below:

California

Within this section, the paragraph above describing liability up to \$500 shall not apply.

New York

Within this section, your liability for the unauthorized use of your Citibank® Banking Card shall not exceed \$50.

Citibank® Banking Card Zero Liability Protection

If your Citibank® Banking Card is used in conjunction with an unauthorized transaction your liability for unauthorized use as described above, will not exceed:

- i. \$0 if
 - you report the loss or theft of your card promptly upon discovery of such loss or theft; and
 - you exercised reasonable care in safeguarding your card from the risk of loss or theft; and
 - the account to which transactions initiated with your card were posted is in good condition; or
- ii. The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed in section (i) above have not been met.

Contact in Event of Unauthorized Transfer

If you believe your Access Device has been lost or stolen call: CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Error Resolution and Notice Procedures for Claims or Questions concerning Consumer International Global Transfers and International Wire Transfers

If you think there has been an error or you need more information about your transfer, you must contact Citibank (International Global Transfer: 1-866-515-1725 (TTY 1-800-788-6775); International Wire Transfer: 1-888-606-9716 (TTY 1-800-788-6775) or write to Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9014) within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). Citibank will determine whether an error has occurred within ninety (90) days after you contact the bank.

If Citibank determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

Cancellation Inquiries: You have the right to cancel your international funds transfer request for a full refund within thirty (30) minutes of your authorizing payment for the transfer, unless the funds have been picked up or deposited.

To cancel a Consumer Citibank Global Transfer, please call 1-866- 515-1725 (TTY 1-800-788-6775), sign into citibankonline.com, or visit a full-service proprietary Citibank ATM. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 1-800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

Error Resolution and Notice Procedures for all other Electronic Fund Transfers

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible by calling us at 1-888-Citibank or by writing to us at Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, Texas 78245-9014.

NOTE: If the error concerns an ATM network transaction, be sure to contact Citibank or Citigroup Global Markets Inc. – depending on the institution holding the account from which you were attempting to withdraw funds – not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Notify us of your name and account number (if any)
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
3. Notify us of the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Responsibility to You

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line;
3. If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
4. If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
5. If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

Your Responsibility to Us When Utilizing Funds Transfer Services

These procedures describe your rights and liability for errors involving unauthorized transactions or those in an incorrect amount to or from your account.

- You are responsible for resolving any payment or other disputes that you have with other persons to whom you send money to or request money from using a funds transfer service.
- You are responsible for keystroke or other errors such as inputting an incorrect account number or mobile phone number or email address associated with a person you send money to or request money from using a funds transfer service.

Confidentiality at Citibank

We will disclose information to third parties about your account or the transfers you make:

- i. When it is necessary for completing transfers;
- ii. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- iii. In order to comply with government agency or court orders; or
- iv. If you give us your permission.

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citibank affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see our "Consumer Privacy Notice."

Limitation of Liability

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this "Limitation of Liability" section.

In connection with any transaction or service provided under this Manual, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT, STATUTE, OR TORT, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO ANY PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account.

Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

Covered Disputes

You or we may arbitrate any claims, dispute or controversy between you and us arising out of or related to your account(s), a previous related account or our relationship (called "Disputes").

If arbitration is chosen by any party, neither you nor we will have the right to litigate that Dispute in court or have a jury trial on that Dispute.

Except as stated below, all Disputes are subject to arbitration no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; claims made regarding past, present or future conduct; and claims made independently or with other claims. Disputes include any unresolved claims concerning any services relating to such account, including without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard® Brand Mark. This also includes claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a joint account owner, account beneficiary, employee, agent, representative, predecessor or successor, heir, assignee, trustee in bankruptcy, or an affiliated/parent/subsidiary company. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether Disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Arbitration Limits

Individual Disputes filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Dispute against us. If you assert a Dispute against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Disputes brought against you, including Disputes to collect a debt.

Disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Dispute as part of a class action or other representative action. Disputes of 2 or more persons may not be combined in the same arbitration. However, joint account owners, account beneficiaries, agents, representatives, heirs, or a trustee in a bankruptcy on your account and/or related accounts, or corporate affiliates are here considered as one person.

How Arbitration Works

Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the Dispute is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain a copy of the AAA Rules at the AAA's website (adr.org) or by calling 1-800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your home address.

Arbitration may be requested at any time, even when there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.

The arbitration shall be decided by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure or discovery, but the arbitrator shall honor claims of privilege recognized at law, and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and award damages or other relief under applicable law.

The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

Paying for Arbitration Fees

We'll pay your share of the arbitration fee for an arbitration of Disputes of \$74,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Dispute was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

The Final Award

Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

Right to Resort to Provisional Remedies Preserved

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a Dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any Dispute related to such provisional remedies.

Survival and Severability of Terms

These arbitration provisions shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity.

If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Dispute. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

Rules for Rejecting This Arbitration Provision

You may reject this arbitration provision by sending a written rejection notice to us at: 100 Citibank Drive, Attn: Arbitration Opt Out, San Antonio, TX 78245. Your rejection notice must be mailed within 45 days of account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the account.

Signature Card (Reference Copy)



CITIBANK, N.A. ACCOUNT

Date:

FIMP:

Account Title:

Address:

Account Number(s):

Name/Signer	Card

By signing below, I: (1) confirm I have received and agree to be bound by all Citibank, N.A. terms and conditions applicable to my account(s), including the Client Manual Consumer Accounts, its Marketplace Addendum and/or any applicable loan note(s) or agreement(s), and (2) understand and acknowledge that, if applicable, such note(s)/agreement(s) provide that any dispute between us will be resolved by binding arbitration.

Signer 1 Signature	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature

Use your Citibank® Banking Card wherever you see these symbols.



Citibank® Banking Card with the MasterCard® Brand Mark will be accepted at participating merchants.



To find the most convenient location, you can call: 1-800-CITI-ATM, 24 hours a day, 7 days a week.
Also visit us at citibank.com/locations.

Note: Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank branches.

Terms, conditions and fees for accounts, products, programs and services are subject to change.

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Maestro is a registered trademark of MasterCard International Incorporated and affiliates.

Cirrus is a registered trademark of Cirrus System, LLC, formerly known as Cirrus System, Inc.

MoneyPass® is a registered trademark of U.S. Bank National Association.

11/2021

Amendments to the Citibank® Client Manual – Consumer Accounts and Marketplace Addendum, November 18, 2021 Editions



Please read and keep this notice with your important account records.

Last Updated 1/12/2023

This document contains the following:

Amendments to the Citibank® Client Manual – Consumer Accounts, November 18, 2021 Edition	page 1-12
Amendments to the Citibank® Marketplace Addendum, November 18, 2021 Edition	page 12-31

Amendments to the Citibank® Client Manual – Consumer Accounts, November 18, 2021 Edition

EFFECTIVE DATE: JANUARY 12, 2023

AMENDMENT:

For clarification of existing practices and with an Effective Date of January 12, 2023, the following change is made to the *Client Manual-Consumer Accounts*:

The second paragraph in “Account Opening” within the “Account Opening/Ownership/Maintenance” section of the Client Manual is deleted in its entirety. The below paragraph and chart are placed after the first paragraph within this section.

Account opening transactions that are completed prior to the Cut-off Time on a Business Day¹ are recorded as having occurred on that day. Account opening transactions that complete after the Cut-off Time are recorded as having occurred the next Business Day¹. The exception to the Business Day¹ rule is Certificates of Deposit opened via Citibank® Online. Please refer to footnote 2 for the rules that apply to Certificates of Deposit opened via Citibank® Online.

Some cut-off times are based on Eastern Time and others are based on Central Time. Please review the cut-off times listed in the chart below.

Account Type	Opening Channel	Account Opening Cut-off Time
Checking Accounts	Citibank Branch	Branch Closing Time – Please refer to the end of Business Day ¹ information posted in the branch.
	CitiPhone Banking®	10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time)
	Citibank® Online & Citi Mobile®	10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time)
Savings Accounts	Citibank Branch	Branch Closing Time – Please refer to the end of Business Day ¹ information posted in the branch.
	CitiPhone Banking®	10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time)
	Citibank® Online & Citi Mobile®	10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time)
Certificates of Deposit	Citibank Branch	Branch Closing Time - Please refer to the end of Business Day ¹ information posted in the branch.
	CitiPhone Banking®	10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time)
	Citibank® Online	11:59 PM Central Time ²

¹ When referring to Citibank, “Business Day” means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For funds availability purposes, see the “Funds Availability at Citibank” section of the Marketplace Addendum.



² *Certificates of Deposit opened via the Citibank® Online channel are recorded as opened on the date the opening transaction is completed based on Central Time with a 11:59 PM Central Time cut-off time. Certificates of Deposit opened via the Citibank® Online channel can be recorded as opened on every day of the year including days that are not Business Days.¹*

EFFECTIVE DATE: DECEMBER 1, 2022

AMENDMENT:

Effective Immediately, the following change is made to the *Client Manual-Consumer Accounts*:

The section titled "Foreign Account Tax Compliance Act" within the "Account Opening/Ownership/Maintenance" section of the Client Manual is deleted in its entirety and replaced with the following:

Important Tax Information¹

When you apply to open an account, Citibank is required to obtain U.S. tax certification from each account owner. If U.S. tax certification is not provided, the account will be subject to backup withholding. An account must not be subject to backup withholding to be eligible to participate in most account promotions; please refer to the separate promotion terms and conditions, if applicable.

U.S. persons are required to furnish or have a valid Form W-9 (Request for Taxpayer Identification Number and Certification) on file with Citibank. Foreign individuals are required to furnish or have a valid Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) on file with Citibank, and foreign entities are required to furnish or have a valid Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) on file with Citibank.

Citibank will apply backup withholding to income payments (e.g., interest) if you: (a) fail to provide a correct Taxpayer Identification Number (TIN), or (b) the U.S. Internal Revenue Service (IRS) notifies us that you furnished an incorrect TIN, or (c) you or we are notified by the IRS that you are subject to backup withholding. Additionally, the IRS may charge you a \$50 penalty for failing to provide Citibank with your correct Name/TIN combination. In some cases, a state and local tax authority may also require that we apply state and local backup withholding on income paid to your account when we are required to apply Federal backup withholding.

Interest received by U.S. Persons will be reported on IRS Form 1099-INT for the year received, as required by applicable law. Interest paid to non-U.S. Persons will be reported on IRS Form 1042-S for the year received. If 1099 reporting is required, Citibank will issue a 1099 to the first titled owner on the account. For jointly owned accounts that include both a U.S. owner and a foreign owner, we will issue the 1099 to the U.S. owner.

Please review the separate IRA and other tax-qualified retirement account disclosures for additional requirements that may apply.

Foreign Account Tax Compliance Act:

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

¹ *IRS Circular 230 Disclosure: Citibank, N.A. its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citibank, N.A. and its affiliates. This information is not intended or written to be used, and cannot be used or relied upon, by any such taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.*



EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following changes are made to the *Client Manual-Consumer Accounts*:

All references to TTY: 1-800-788-6775 is replaced with "We accept 711 or other Relay Service"

All references to TTY: 1-800-945-0258 is replaced with "We accept 711 or other Relay Service"

All references to TTY: 1-800-568-3405 is replaced with "We accept 711 or other Relay Service"

EFFECTIVE DATE: NOVEMBER 3, 2022

AMENDMENT:

Effective Immediately, the following change is made to the *Citibank Client Manual-Consumer Accounts*:

Within the "Error Resolution and Notice Procedures for all other Electronic Funds Transfers" section, the following paragraph is added above the "Our Responsibility to You" paragraph.

Credit for an Electronic Fund Transfer is provisional until the Error Resolution process is complete. If we give you provisional credit, you have full use of the funds while we investigate your claim. This provisional credit is conditional and will either be made permanent or removed, depending on the outcome of our investigation. If we determine you are responsible for part or all of the Electronic Funds Transfer, you become obligated to us for that amount.

EFFECTIVE DATE: NOVEMBER 3, 2022

AMENDMENT:

Effective Immediately, the following change is made to the *Citibank Client Manual-Consumer Accounts*:

The paragraph titled "Your Consent for Us to Use Your Mobile Phone Number to Identify You" within the "Account Opening/Ownership/Maintenance" section of the *Client Manual* is deleted in its entirety and replaced with the following:

Your Consent for Us to Use Your Mobile Phone Number to Identify You

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Citi or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Separately, Citibank may obtain information about your mobile phone activity from third parties and may use this information for its other everyday business purposes. For more information, see our U.S. Privacy Notice for Consumers.

EFFECTIVE DATE: NOVEMBER 3, 2022

AMENDMENT:

The section titled "Checking Account Sub-Accounts" under "Accounts Opening/Ownership/Maintenance" in the *Client Manual* is deleted in its entirety. This change will have no effect on your checking accounts.

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following change is made to the *Citibank Client Manual – Consumer Accounts*:

The paragraph titled "Transactions Made Outside the U.S. and Puerto Rico ATM Cash and POS Transactions Outside the U.S.: Transaction Charge" under "Types of Transactions: Limitations" within the Electronic Banking section of the *Client Manual* is deleted in its entirety and replaced with the following:

Transactions Made Outside of the United States and its Territories

We will apply a foreign exchange fee equal to 3% of the transaction amount (including credit and reversals) for each international debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories. Fee is waived for Citigold, Citi Priority, Citi Private Bank, and International Personal Bank U.S. accounts.



EFFECTIVE DATE: JUNE 19, 2022

AMENDMENT TO ELIMINATE THE OVERDRAFT FEE, RETURNED ITEM/INSUFFICIENT FUNDS FEE, AND OVERDRAFT PROTECTION TRANSFER FEE

Effective Sunday June 19, 2022, your account will no longer be assessed an overdraft fee, a returned item/insufficient funds fee, or an overdraft protection transfer fee.

As a result, the *Client Manual – Consumer Accounts* is amended as follows:

1. The following terms are added to the Definitions section of the *Client Manual – Consumer Accounts*:

“Automated Clearing House or ACH” debits are received electronically through a merchant you have instructed to bill your checking account i.e., for your utility or phone bill.

Your “Available Now” balance is the total amount you can use right now. The Available Now balance amount may be less than your On Deposit balance as it doesn’t include the transactions that are still pending and haven’t been posted to your account. For example, a recent deposited check may not be included in your Available Now balance.

Your “On Deposit” amount reflects all transactions recorded in your account as of today. The On Deposit amount may be greater than the Available Now amount because it’s a record of your activity, including transactions that haven’t settled and that aren’t yet available for you to use.

2. The “Writing a Check” section is deleted in its entirety and replaced with the following:

You can write a check for any amount up to the Available Now balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

3. The “Returned Items/Transactions” section is deleted in its entirety and replaced with the following:

Deposited Transaction Item Returned Unpaid

A Deposited Transaction Item Returned Unpaid may occur whether or not your account is overdrawn.

When checks or other Transaction Items you deposit to your account are returned by the paying bank for insufficient or uncollected funds, we may, at our discretion and option, re-present those checks or other Transaction Items for payment – including electronically – without notifying you that the check or Transaction Item was returned. You agree we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other Transaction Item was first returned.

A Fee for Deposited Check Returned Unpaid may be assessed for Return Deposit Items that are checks that are not paid for any reason, including in accordance with any law, regulation or rule (including a clearinghouse rule). We will notify you when you are charged a Fee for Deposited Check Returned Unpaid.

We may also place a hold on the funds in question (see “Funds Availability at Citibank” section in the *Marketplace Addendum*) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

4. The “Insufficient Account Balances” section is deleted in its entirety and replaced with the following:

Posting Order

We may accept, pay, certify, or charge to the appropriate account, Transaction Items in the order we choose. Even if we provisionally post Transaction Items to your account during the day, we may treat them as if we received all of them at the end of the day.

For purposes of the “Deposit Transaction Item Returned Unpaid,” “Posting Order,” “Overdrawing Your Account,” “Insufficient Funds to pay a Transaction Item,” and “Overdraft Protection” sections of the *Client Manual*, a “Transaction Item” includes in-person transfers or withdrawals, drafts, ACH transactions and transfers by other



electronic means, account fees and charges, service charges, product, service or bank fees, checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, online banking transfers or bill payment instructions, withdrawal slips, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these.

Generally, your deposits and withdrawals are processed as follows:

First: Deposits made before the cut-off time are added to your account balance.

Second: Fees for services we provide.

Third: Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay for the transaction and any associated fee. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citibank® Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits that we receive throughout the day.

Fourth: Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount.

5. The "Overdrawing Your Account" section is deleted in its entirety and replaced with the following:

Overdrawing Your Account

Citibank encourages its customer to consider the impact of overdrawing an account.

Your deposit account with us is overdrawn if your Available Now balance is less than \$0 (negative balance). You can minimize overdrawing your account by maintaining an Available Now balance in your account sufficient to cover your Transaction Items. An account may become overdrawn for a variety of reasons, including if you perform a transaction on your account that reduces your Available Now balance to less than \$0.

In the event of insufficient funds to pay one or more Transaction Items from your Available Now balance, in our sole discretion we may return ("Returned Items") or pay ("Overdraft") one or more Transaction Items.

We will not allow you to overdraw your account in certain circumstances. These may include certain activities, such as branch withdrawals, ATM transactions, and transactions using your Citibank® Debit Card. In addition, accounts in the Access Account Package are designed so that Transaction Items that cause an overdraft will not be authorized. Please review "Access Account Package" in the *Marketplace Addendum* for additional information. For certain other account activities, such as a check transaction or ACH payment, in our discretion, we may allow or deny a transaction that would cause an account to be overdrawn.

6. The "Insufficient Funds to pay a Transaction item" section is added to the *Client Manual – Consumer Accounts* as follows:

Insufficient Funds to pay a Transaction item

Our payment of any Transaction Item that creates an Overdraft in no way obligates us to continue that practice at a later time. We may discontinue paying Overdrafts without notice to you.

Although Citibank does not charge fees for Returned Items and Overdrafts, you may be charged a fee by the merchant or other payee. A Return Deposit Item may occur whether or not your account is overdrawn and is not an overdraft fee or a Returned Item fee. You may be charged this fee when checks that you deposit into your account are returned by the paying bank for insufficient or uncollected funds.

Please be aware an entity that presents a Transaction Item for payment and is returned, may represent it for payment multiple times even if we have already returned it for insufficient funds. Each presentment may decrease your Available Now balance.

If your account balance is insufficient to pay your Transaction Item and we pay an Overdraft, you and all owners and beneficial owners of the account will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Accounts with a zero or negative account balance may be closed. Your obligations for Transaction Items conducted by you will survive the termination of the account and this Agreement.



7. The “Overdraft Protection” section is added to the *Client Manual – Consumer Accounts* as follows:

Overdraft Protection

This section outlines two options that are designed to help you cover overdraft amounts in your checking account. Ask us for information which may include an application.

Safety Check

Safety Check covers overdraft amounts by transferring funds from your linked money market or savings account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

Contributing Accounts

When you sign up for Safety Check, you may select one account you maintain at Citibank as your “Contributing Account.” Your Contributing Account can only be a savings or money market account. Only Available Now balances in your Contributing Account can be used for Safety Check coverage.

When Safety Check is used to cover your use of funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

Safety Check Transfers

Safety Check transfers from your Contributing Account will be made in the amount needed to cover your overdraft amounts rounded up to the next \$100 increment. We reserve the right to pay a Transaction Item and not to process a Safety Check Transfer.

Transfers

No more than \$99,999.99 per statement period will be transferred from your Contributing Account to cover overdraft amounts or use of uncollected funds in your checking account.

Checking Plus® (variable rate) Line of Credit

Checking Plus is a revolving line of credit account linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. Funds are automatically transferred from the Checking Plus line to the checking account to cover overdraft amounts; you can also withdraw cash at any time directly from your Checking Plus account without overdrawing your checking account (up to your available credit limit).

The terms of a Checking Plus (variable rate) line of credit account are included in a separate Agreement and Disclosure that you will receive at time of account application or shortly thereafter.

For all Checking Plus® and Checking Plus® (variable rate) Line of Credit customers. Please refer to your Checking Plus or Checking Plus (variable rate) Line of Credit Account Agreement and Disclosure, as applicable, for terms, conditions and fees relating to transfers from Checking Plus Line of Credit or Checking Plus (variable rate) Line of Credit Accounts.

8. The “Right of Setoff” section is deleted in its entirety and replaced with the following:

Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any owner or beneficial owner, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys’ fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.



9. The last three sentences in the “Closing a Deposit Account” section is deleted in its entirety and replaced with the following:

If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions and Transaction Items conducted prior to account closure will survive the termination of the account and this Agreement. If we close your account because of negative account activity, we may report that information to a Consumer Reporting Agency.

EFFECTIVE DATE: JULY 18, 2022

AMENDMENT:

Citibank will no longer offer customers the ability to apply to open new Interest Checking accounts and new Citigold Interest Checking accounts. Customers may apply to open Regular Checking (non-interest bearing) accounts. Please view the “Discontinued Products, Services, and Features” section of the *Marketplace Addendum* for more information.

The Checking Account Sub-Accounts and Withdrawal Notice sections of the *Client Manual – Consumer Accounts* has been amended to remove reference to Interest Checking as follows:

Checking Account Sub-Accounts

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings subaccount into which available balances above a pre-set level are transferred daily. Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction subaccount balances fall below a predetermined level. Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc.

Withdrawal Notice

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all savings and money market accounts. We currently do not exercise this right and have not exercised it in the past.

EFFECTIVE DATE: JULY 18, 2022

AMENDMENT TO DEFINITION OF DIRECT DEPOSIT IN THE *CLIENT MANUAL – CONSUMER ACCOUNTS*

Effective July 18, 2022, the definition of Direct Deposit is deleted in its entirety and replaced with the following.

“Enhanced Direct Deposit” is an electronic deposit through the Automated Clearing House (“ACH”) Network of payroll, pension, social security, government benefits and other payments to your checking, savings, or MMA account. An Enhanced Direct Deposit also includes all deposits via Zelle and other P2P payments when made via ACH using providers such as Venmo or PayPal. Teller deposits, cash deposits, check deposits, wire transfers, transfers between Citibank accounts, ATM transfers and deposits, mobile check deposits, and P2P payments using a debit card do not qualify as an Enhanced Direct Deposit.

EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT TO HOME BRANCH DEFINITION:

The definition of Home Branch is deleted in its entirety and replaced with the following:

“Home Branch” means the Citibank branch in which you opened your account or to which your account was assigned or transferred.



EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT TO UPDATING YOUR ACCOUNT INFORMATION:

The "Updating Your Account Information" section of the *Client Manual – Consumer Accounts* is revised to clarify changing your mailing address does not change your rate region. Home Branches were removed.

As a result, the "Updating Your Account Information" section of the *Client Manual – Consumer Accounts* is deleted in its entirety and replaced with the following:

Updating Your Account Information

It is important that your account records be kept up to date. You have a responsibility to provide us with your mailing address. Please inform us of any changes, including updates to your email address. Be sure to update all accounts accordingly. An incorrect address, may prevent receipt of bank statements and other important account related communications. Additionally, we will not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from an improper physical, mailing or applicable other address.

You can update your account information by doing the following:

- By changing your profile settings on Citi Online or the Citi Mobile App;
- By calling CitiPhone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Changing your address will not change the governing law or Rate Region of any of your existing accounts or services.

We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT TO NOTICE OF INCOMING TRANSFER:

The section "Notice of Incoming Transfer" is revised to clarify you may contact any branch during normal business hours to determine if a transfer has been credited to your account.

As a result the section is deleted in its entirety and replaced with:

Notice of Incoming Transfer

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact a branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile® or Citibank® Online.

EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT TO DEATH OR LEGAL DETERMINATION OF INCOMPETENCE:

The third paragraph of the section titled "Death or Legal Determination of Incompetence" is revised to clarify that you may contact any branch during normal business hours to determine which documents must be presented during this process.

As a result the section is deleted in its entirety and replaced with:

Death or Legal Determination of Incompetence

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit a branch or contact CitiPhone Banking® (see the "Contact Us" section of this Manual for telephone numbers).



EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT TO GOVERNING LAW SECTION:

The "Governing Law" section of the *Client Manual – Consumer Accounts* is revised to clarify how Governing Law and Rate Region are determined and apply those rules to account opening processes originating from a physical branch.

As a result, the "Governing Law" section of the *Client Manual – Consumer Accounts* is deleted in its entirety and replaced with the following:

Governing Law

Accounts, products and services are governed by federal laws and regulations and to the extent not preempted by federal law or otherwise inapplicable, by the laws and regulations of the "Governing State" applicable to your account. State conflict of law provisions will not apply.

Opening an account in a physical branch location:

If you open your account in a physical branch location or with a physical branch employee by phone (including video calls), the Governing State applicable to your account will be the state where the branch is located.

Opening an account through other methods:

If you open your account online (including Citi Mobile®) or by telephone other than with physical branch employee by phone (including video calls), we will use the residential address (not your mailing address) you provide when opening your account to assign your Governing State.

- j. If you provide a residential address in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Texas, Virginia or the District of Columbia when opening your account, your Governing State will be that state.
- k. If you use a residential address in any other state, territory or possession, your Governing State will be South Dakota.

When existing customers open a new account, please confirm your residential address is current.

If you notify us of a change of residential or mailing address after your account is opened, that change will not affect the Governing State applicable to your account. You may have accounts with different Governing States.

Please note plan documents determine the Governing State applicable to retirement accounts.

Rate Region

Every deposit account is assigned to a "Rate Region." The Rate Region is used to determine the APY and interest rate applicable to interest-bearing accounts.

Opening account in a physical branch location:

- a. If you open your account in a physical branch or with a physical branch employee by phone (including video calls), the Rate Region applicable to your account will be the state where the branch is located.

Opening an account through other channels:

- a. If you open your account online (including Citi Mobile®) or by telephone other than a physical branch employee by phone (including video calls), we will use the residential address (not your mailing address) you provide when opening your account to assign your Rate Region.
- b. If you use a residential address in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Texas, Virginia or the District of Columbia when opening your account, your Rate Region will be in that state or a portion of that state.
- c. If you provide a residential address in any other state, territory or possession, your account will be assigned to the National Rate Region. Customers in the National Rate Region will be assigned a national rate. Within the National Rate Region, there could be regional differences which will be provided at account opening.

If you notify us of a change of residential or mailing address after your account is opened, that change will not affect the Rate Region applicable to your account. You may have accounts with different Rate Regions.

**EFFECTIVE DATE: MARCH 28, 2022****AMENDMENT:**

The Citibank Global Transfer Limits chart is updated to reflect limits applicable to the Citi Alliance Account Package. As a result, the Citibank Global Transfer Limits chart in the *Client Manual – Consumer Accounts* is updated with the following:

Citibank Global Transfer Service Limits for Account-to-Account Transfers (transfer limits are stated in U.S. dollars):

Account Package* or Tier	Citibank® Online	Citi Mobile®	Proprietary Citibank ATM	Weekly Limit
Citigold® Private Client Tier	\$100,000	\$100,000	\$100,000	\$500,000
Citigold® Account Package	\$100,000	\$100,000	\$100,000	\$150,000
Citi Priority Account Package	\$75,000	\$75,000	\$75,000	\$100,000
Citi Alliance SM Account Package	\$100,000	\$100,000	\$100,000	\$150,000
All Other Account Packages	\$50,000	\$50,000	\$50,000	\$50,000
Citigold® Account Package for Citi Private Bank Clients	\$100,000	\$100,000	\$100,000	\$500,000
Citibank Account Package for Citi Private Bank Clients	\$50,000	\$50,000	\$50,000	\$50,000

* For Citibank Global Transfer service limits for International Personal Bank U.S. for clients in the Citigold® Private Client International, Citigold® International, Citi International Personal, Citi Global Executive Preferred, and Citi Global Executive Account Packages, please refer to your respective Marketplace Addendum.

EFFECTIVE DATE: MARCH 28, 2022**AMENDMENT:**

The Cash Withdrawal Chart in the *Client Manual – Consumer Accounts* is updated to reflect limits applicable to the Citi Alliance Account Package. As a result, Cash Withdrawal Chart in the *Client Manual – Consumer Accounts* is updated with the following:

Account Package* or Tier	Limit
Citigold® Private Client Tier	\$5,000 per account per Business Day
Citigold® Account Package*	\$2,000/\$5,000 per account per Business Day
Citi Priority Account Package	\$2,000 per account per Business Day
Citi Alliance SM Account Package	\$2,000 per account per Business Day
All Other Account Packages	\$1,500 per Citibank® Banking Card per card, per Business Day
Citigold® Account Package for Citi Private Bank Clients	\$5,000 per account per Business Day
Citibank Account Package for Citi Private Bank Clients	\$5,000 per account per Business Day

* The higher cash withdrawal limit applies to Citigold Account Packages with a combined average balance of \$400,000 or more for the month which is two calendar months prior to the date of the transaction.



EFFECTIVE DATE: MARCH 28, 2022

AMENDMENT:

The Citibank Banking Card Maximum Purchase Limits Chart in the *Client Manual – Consumer Accounts* is updated to reflect limits applicable to the Citi Alliance Banking Package. As a result, Citibank Banking Card Maximum Purchase Limits Chart in the *Client Manual – Consumer Accounts* is updated with the following:

Account Package or Tier	Signature Purchase Limit	PIN Based Purchase Limit
Citigold® Private Client Tier	\$50,000 per account per Business Day	\$50,000 per account per Business Day
Citigold® Account Package	\$10,000 per account per Business Day \$25,000 per account per Business Day	\$10,000 per account per Business Day \$25,000 per account per Business Day
Citi Priority Account Package	\$10,000 per account per Business Day	\$10,000 per account per Business Day
Citi Alliance SM Account Package	\$25,000 per account per Business Day	\$25,000 per account per Business Day
All Other Account Packages	\$5,000 per account per Business Day	\$5,000 per account per Business Day
Citigold® Account Package for Citi Private Bank Clients	\$50,000 per account per Business Day	\$50,000 per account per Business Day
Citibank Account Package for Citi Private Bank Clients	\$25,000 per account per Business Day	\$25,000 per account per Business Day

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

If a wire transfer is returned by the beneficiary bank to Citibank, an amendment request cannot be accepted and as a result, the funds will automatically be credited back to the account less any applicable service charges. If the transfer was in foreign currency, the returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return. As a result, the *Client Manual – Consumer Accounts* is updated as follows:

The section titled, "Applicable to all other Funds Transfer Request" under "Cancellations or Amendments of Funds Transfer Requests" is deleted in its entirety and replaced as follows:

Applicable to all Funds Transfer Requests

You may cancel or amend a funds transfer request (including a consumer international transfer not cancelled or amended in accordance with the special rules described in the section above) only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has already been executed by Citibank, you understand and agree that the request to cancel or amend the funds transfer will be effective with the voluntary consent of Citibank and the beneficiary bank. Citibank will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and the funds are returned to Citibank, Citibank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or Citibank. Your returned funds will be in U.S. dollars. If your funds transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return. Citibank shall not be liable to you for any loss resulting from the failure of the beneficiary bank to accept a cancellation or amendment of your funds transfer request.

Please Note: If your transfer is returned by the beneficiary bank to Citibank, an amendment request cannot be accepted and as a result, the funds will automatically be credited back to your account less any applicable service charges. If your transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return as indicated above.



EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Clients who are referred by a Citi affiliated company or other parties to open an account with Citibank must contact us for any complaints or inquiries related to their Citibank accounts. As a result, the *Client Manual – Consumer Accounts* is updated as follows:

A new section titled, "Complaints and Inquiries" is added under General Terms – Consumer Use Acknowledgment as follows:

Complaints and Inquiries

In the event you were referred by a Citi affiliated company or other parties to open an account with Citibank, you agree to contact us for any complaints or inquiries related to your Citibank accounts.

Amendments to the Citibank® Marketplace Addendum, November 18, 2021 Edition

EFFECTIVE: DECEMBER 13, 2022

AMENDMENT:

Effective December 13, 2022, the Citibank® Student Account Package section is deleted in its entirety from the "Discontinued Products, Services, and Features" section of the *Marketplace Addendum*.

EFFECTIVE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following change is made to the *Marketplace Addendum*:

All references to TTY: 1-800-945-0258 is replaced with "We accept 711 or other Relay Service"

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following change is made to the *Marketplace Addendum*:

The "Certificate of Deposit" section under "Information About Specific Accounts" within the *Marketplace Addendum* is deleted in its entirety and replaced with the following:

Certificates of Deposit

Account Features

Citibank offers a variety of Certificates of Deposits (CDs):

- 3, 4, 5, 6, 7, 8, 9, 10, 11 Month CDs with monthly interest or interest at Maturity
- 1 year CD with monthly interest or interest at Maturity
- 13, 14, 15, 18, and 30-Month CDs, and 2 year, 3 year, 4 year, and 5 year CDs with monthly interest
- Step Up CD – 30 months CD with monthly interest
- No Penalty CD – 12 month CD with monthly interest.

All of our certificates are time deposits

With a time deposit, you agree to leave your funds in the account for a specific period, called the term. The last day of the term is called the Maturity Date. The Maturity Date is the first day on which you may withdraw funds without paying an early withdrawal penalty, explained below.



Minimum Opening Deposit

The minimum balance required to open a Certificate of Deposit account is \$500. We may offer promotional CD terms and rates, from time to time, which may require a different account opening balance. No additional deposits are permitted during the term of the account. We reserve the right to close the account if the account balance falls below the minimum balance. Certificate of Deposit accounts that maintain a zero balance will automatically close after 20 days.

Step Up CD

A Step Up CD is only available for a 30-month term. Upon maturity, your CD will automatically renew for the same term but at the APY and interest rate currently being offered, unless you request a change during the 7-calendar day Grace Period, or the CD rate or term is no longer offered. The 7-calendar day Grace Period starts the day after your Maturity Date during which you can make changes, deposits or withdrawals from your CD (the Grace Period). You cannot renew an existing Step Up CD to a new Step Up CD. If you make changes to the CD term, change the CD product type, make a deposit or make a withdrawal before the end of the Grace Period, the Grace Period will end on that day and a new Opening Date and Maturity Date will apply, after which any changes made before the new Maturity Date will incur a penalty. A 30-month CD will renew at the interest rate and APY in effect on the Maturity Date, except that your renewed CD will not be a Step Up CD and will not have the step up feature. If the term of your maturing CD is no longer offered, your CD may be renewed at the next greater term.

No Penalty CD

A No Penalty CD is only available for a 12-month term. With a No Penalty CD, you may withdraw your full balance and interest at any time without incurring any penalty fees after the first six (6) calendar days you make the minimum deposit into your new CD account and your deposit has been fully collected. Withdrawals made before the stated period will result in an early withdrawal penalty. Partial withdrawals are not permitted. Upon Maturity, your CD will automatically renew for the same term but at the APY and interest rate currently being offered, unless you request a change during the seven (7) calendar day Grace Period, or the CD rate or term is no longer offered. The seven (7) calendar day Grace Period starts the day after your Maturity Date during which you can make changes, deposits or withdrawals from your CD (the Grace Period). You cannot renew an existing No Penalty CD to a new No Penalty CD. If you make changes to the CD term, change the CD product type, make a deposit or make a withdrawal before the end of the Grace Period, the Grace Period will end on that day and a new Opening Date and Maturity Date will apply, after which any changes made before the new Maturity Date will incur a penalty (except for a new No Penalty CD that allows full withdrawals six (6) calendar days after deposit). A 12-month CD will renew at the interest rate and APY in effect on the Maturity Date, except that your renewed CD will not have the no penalty feature. If the term of your maturing CD is no longer offered, your CD may be renewed at the next greater term.

Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD, determined by Citibank at its sole discretion, and can change before CD opening and renewal. The Composite APY for a new Step Up CD is based on a fixed initial interest rate for the first ten month period and the increased interest rates for the second and third succeeding ten month periods. For all new CDs, the interest rate and APY are based on the CD type and CD term as disclosed on the applicable rate sheet delivered when your CD is opened. For a renewing CD, the interest rate and APY will be based on the rates in effect for the CD term on the date your CD renews. Citi reserves the right to apply an APY and interest rate to your new or renewing CD based on one or more of the following: Rate Region, Account Package, CD Balance Range, and Applicable Promotion.

CD Balance Ranges for Interest Rate Calculations

\$0 - \$9,999.99

\$10,000 - \$24,999.99

\$25,000 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 - \$499,999.99

\$500,000 - \$999,999.99

\$1,000,000+



We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following:

- Rate Region (determined by factors, which may include branch location or home (not mailing) address)
- Account Balance
- Account Package Type
- Applicable Promotion

Please refer to your applicable rate sheet.

Automatic Renewal and Grace Period

Unless we receive other instructions, all CDs will renew automatically at Maturity for the same term. The renewal CD will be for the same term, but at the interest rate in effect on the date your CD renews. If the same term is not available, your CD may renew for the next nearest term. There is up to a 7-calendar day Grace Period after the Maturity Date. If the last day of the Grace Period is a non-Business Day (a weekend or bank holiday), then the Grace Period ends on the last Business Day before that non-Business Day. During the Grace Period you can change your term, deposit additional funds or withdraw funds without paying an early withdrawal penalty. However, if you change your term, make a deposit or withdrawal: (1) the Grace Period will end that day, your Opening Date will reset and become your CD renewal date, and a new Maturity Date will apply, after which you will no longer be able to make any changes until the next Maturity Date without incurring a penalty and (2) we will pay interest from the Maturity Date until the day before your new Opening Date (but not more than 7-calendar days) at the interest rate then in effect on the Maturity Date.

Interest Withdrawal

You may withdraw interest from your Certificate of Deposit at any time during the term after it has been credited without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. If your account renews automatically, after the grace period your interest will be added to your principal balance and will no longer be available for withdrawal without penalty.

The Annual Percentage Yield (APY) on your account assumes interest will remain on deposit until Maturity. A withdrawal will reduce earnings.

Fees

There is no separate monthly service fee for a Certificate of Deposit.

Linking

The balances in other Citibank accounts that are linked to the account will not be included in the balance calculation for rate determination of your Certificate of Deposit account. The balances in your Certificate of Deposit account may contribute to the balances of eligible Citibank account packages for the purposes of package fee determination.

If you change the term of the CD during the grace period, the rate for the renewal term will be determined based on the rate sheet in effect on the date of CD renewal.

Interest Calculation Method, Compounding and Crediting

Citibank uses the daily balance method to calculate the interest on CDs. This method applies a daily periodic rate to the balance in the account each day. Interest is compounded daily starting on the Business Day when the account is opened, and is credited monthly (except on CDs with the interest at Maturity feature, where interest is credited to the account on the Maturity Date). All CDs are offered with a monthly interest feature. CDs with terms of one year or less are also available with an interest at Maturity feature. Interest is computed on a 365-day year for the actual number of days your money is on deposit. Interest may be computed using a 366-day year for leap years. Interest is credited to your account after the close of business on the last Business Day of the month for all CDs. Interest is paid up to but not including the Maturity Date. If you open your CD, or if your CD renews, during the last week of any month, interest from the date opened/renewed to the end of the month may be included in the interest payment for the first full month after the CD is opened or renewed.

When Interest Begins to Accrue

Interest begins to accrue on the Business Day you open your account or on the day your CD renews (Please see the Client Manual – Consumer Accounts for definition of “Business Day.”)



Early Withdrawal Penalties

Except for a No Penalty CD, when you open a Certificate of Deposit, you agree to keep the principal on deposit with Citibank for the term you have selected. Citibank will impose a substantial penalty if you withdraw any principal before the Maturity Date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit. Early withdrawal penalties are calculated on the amount of the principal withdrawn. In all markets, a 90-day simple interest penalty will apply for terms of 1 year or less, and a 180-day simple interest penalty will apply for terms greater than one year. Except for a No Penalty CD, you may withdraw interest from your CD at any time during the term after it has been credited without an early withdrawal penalty. Partial withdrawals of principal are subject to early withdrawal penalties. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

EFFECTIVE: NOVEMBER 3, 2022

AMENDMENT:

Effective Immediately, the following change is made to the *Marketplace Addendum*:

The second paragraph under "Overview" within the "Access Account Package" section of the *Marketplace Addendum* is deleted in its entirety and replaced with the following:

Only a checkless Regular Checking account, Citi Savings, or Citi Accelerate Savings account may be opened in an Access Account Package. With the Access Account Package you can utilize benefits such as electronic bill payment, Citibank® Banking Card and Citibank® Global Transfer Service.

EFFECTIVE: NOVEMBER 3, 2022

AMENDMENT:

Effective November 3, 2022, the "Discontinued Products, Services, and Features" section of the *Marketplace Addendum* is amended to include Citibank® Savings Plus.

Discontinued Products, Services, and Features	Discontinued Date
Citi Elevate SM Account Package	July 18, 2022
Interest Checking	July 18, 2022
Citigold Interest Checking	July 18, 2022
Citibank® Student Account Package	January 16, 2016
Citibank® Savings Plus	July 23, 2017
<i>Please note the below accounts were converted to the Citibank® Savings Plus account on the noted Discontinued Date</i>	
• Money Market Plus	April 15, 2022
• Ultimate Savings	April 15, 2022
• Preferred Money Market	April 15, 2022
• Insured Money Market	April 15, 2022
• Day-to-Day Savings in Citi Private Bank, Citigold, Citigold Private Client, Citi Priority, Citibank Account, and Access Account Packages	May 4, 2022
• Day-to-Day Savings in Basic Banking Package in all states except New York	May 5, 2022
• Day-to-Day Savings in Basic Banking Package in New York state only	May 6, 2022



The following disclosures apply to customers who opened accounts (or enrolled, as applicable) in the following products, services, or features before the applicable Discontinued Date.

Citibank® Savings Plus Account

Account Features

Your Citibank® Savings Plus account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, Citibank® Online, Citi Mobile® or through CitiPhone Banking®, our automated telephone service. The Citibank® Savings Plus account can be linked to any account package.

Check Writing

The Citibank® Savings Plus account offers check writing in all packages except an Access Account Package. Any check transactions on a Citibank® Savings Plus account, in the Access Account Package that involve a check, including written checks, check by phone or third party authorizations that come through as a check transaction will not be honored.

Minimum Balance Requirement

There is a minimum balance of \$100 to maintain the Citibank® Savings Plus account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Savings Plus account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins to Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. ("Business Day" means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day.)

Fees

There is no separate Monthly Service Fee for the Citibank® Savings Plus account. A Citibank® Savings Plus account must be in a package and is subject to the applicable monthly service fee and non-Citibank ATM fees of the applicable account package as disclosed in the "Information About Account Packages" section of the **Marketplace Addendum**. Citibank® Savings Plus accounts converted from an existing money market on April 15, 2022, will be in the same package as the existing money market before account conversion and, except as provided in this notice, will be subject to the same monthly service and non-Citibank ATM fees, and all other fees, of the applicable account package.

Uniform Transfers to Minors Accounts (UTMA), also known as Custodial accounts, will not be charged a monthly service fee for money market accounts when the beneficiary is younger than 18 years of age and the UTMA is the sole account in a Basic Banking Package or a Citibank® Account Package. An UTMA with a beneficiary 18 years of age or older, or in any other account or package type regardless of age, will be subject to the terms and conditions of their package including fees and minimum balance requirements for fee waivers.

Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on Citibank® Savings Plus accounts. This method uses the daily balance of all deposited funds in your account on which we have received credit to determine the applicable interest rate tier for each day of the statement period. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your account.

Rates on variable accounts may change. We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following: Residential/Home (not mailing) Address, Rate Region, Account Balance, Account Package Type.

For a Citibank® Savings Plus account that is linked to an Access Account Package or Basic Banking Package, the interest rate you earn will always be paid at the lowest tiered rate established for Citibank® Savings Plus accounts regardless of the balance in your Citibank® Savings Plus account.



Account Balance Ranges for Rate Calculations:

\$0 – \$9,999.99
 \$10,000 – \$24,999.99
 \$25,000 – \$49,999.99
 \$50,000 – \$99,999.99
 \$100,000 – \$499,999.99
 \$500,000 – \$999,999.99
 \$1,000,000+

Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year, except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Savings Plus account will not be included in the daily balance calculation for the Citibank® Savings Plus account. The balance in the Citibank® Savings Plus account may be linked to contribute to the minimum combined average monthly balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with daily balance method.

EFFECTIVE: SEPTEMBER 27, 2022

AMENDMENT:

The paragraph titled "Choose an Account Package Right for You" within the "General Information" section of the *Marketplace Addendum* is deleted in its entirety and replaced with the following:

Account Packages

At Citibank, we are committed to giving our customers superior service and value by providing you with solutions designed to meet your individual needs. Our various offerings of account packages can help you achieve your financial goals and simplify the way you manage your money.

Now you can keep track of your finances in one place and receive the personalized service and recognition you deserve. Our account packages can provide you with more rewards when you bank with Citibank and certain affiliates. By bringing your deposits together with your investments at Citigroup Global Markets Inc. ("CGMI") into the same package, or by adding deposit accounts owned by others or owned jointly with you into the same package, you may reduce or even eliminate service fees on some account packages and may be eligible for other rebates and benefits provided today or in the future. For select account types, you may be able to earn better rates on your deposits. You may receive one or more periodic statements that includes all or some of your accounts.



By linking eligible accounts you own with eligible accounts owned by others (including within Account Packages and among different Account Packages), you agree to combine account balances with those other owners for the purposes of determining package balances and total account balances. Total account balances may result in you receiving benefits, rebates, and deeper relationship statuses. If accounts owned by others in the same packages are members of your Immediate Family, you agree to combine balances in eligible accounts that you own with those Immediate Family Members, whether held at Citibank or its affiliates. You can also see options under "Household Linking of Accounts."

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following change is made to the *Marketplace Addendum*:

Footnote 7 to the "Other Fees and Charges for All Accounts" chart within the *Marketplace Addendum* has been deleted in its entirety and replaced with the following:

- ⁷ We will apply a foreign exchange fee equal to 3% of the transaction amount (including credit and reversals) for each international debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories. Fee is waived for Citigold, Citi Priority, Citi Private Bank, and International Personal Bank U.S. accounts.

EFFECTIVE DATE: JUNE 19, 2022

AMENDMENT TO ELIMINATE THE OVERDRAFT FEE, RETURNED ITEM/INSUFFICIENT FUNDS FEE, AND OVERDRAFT PROTECTION TRANSFER FEE

Effective Sunday June 19, 2022, your account will no longer be assessed an overdraft fee, a returned item/insufficient funds fee, or an overdraft protection transfer fee. The last day an account will be assessed any of these fees is June 18, 2022 for transactions posting to your account balance on June 16, 2022.

1. "Overdraft Protection Services" section is added to the "Citigold, Citi Priority Account Package, Citi Elevate Account Package, Citibank Account Package, Basic Banking Package, Citi Miles AheadSM Banking Package, and Citibank Student Account Package sections of the *Marketplace Addendum* as follows:

Overdraft Protection Services

The Safety Check service is available for this banking package. Upon application and subject to credit approval, a Checking Plus[®] (variable rate) Line of Credit for overdraft protection can be linked to the checking account.

2. The following sentence is deleted in its entirety from the Access Account Package section of the *Marketplace Addendum*

There are no overdraft charges for any Citibank fees, such as monthly service and non-Citibank ATM fees, that post to an account in an Access Account Package and overdraw your checkless Regular Checking or Access Savings Account balance.

3. The following sentence is deleted in its entirety from the Access Account Package section of the *Marketplace Addendum*

In addition, the \$10 Overdraft Protection Transfer Fee will not be charged on Checking Plus and Safety Check transfers.

4. The following sentence is deleted in its entirety from the Citi Miles AheadSM Banking Package section of the *Marketplace Addendum*

The \$10 Overdraft Protection Transfer Fee for the Safety Check service will be assessed based on the account package of your checking account.

5. The "Overdraft Protection" section of the *Marketplace Addendum* is deleted in its entirety.



6. The following service fee rows from the "Other Fees and Charges for All Accounts" chart in the *Marketplace Addendum* are deleted in their entirety:

- Row titled "Overdraft Protection Transfer Fee for Safety Check"
- Row titled "Overdrafts and Returned Items"
- Row titled "Returned Item (Unpaid)"

7. The following paragraph is added above the chart in the "Other Fees and Charges for All Accounts" section of the *Marketplace Addendum*:

Deposit accounts are subject to service, transaction or other fees not covered by the Monthly Service Fee. For a complete list of applicable fees by product and banking package, please view the chart below. Please also carefully review any fee disclosures provided at the time of a transaction or when a service is provided, such as when you open a Safe Deposit Box or order checks.

8. The following footnotes are deleted in their entirety from the "Notes to the Other Fees and Charges for All Accounts" section of the *Marketplace Addendum*:

⁸ An Overdraft fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" and "Overdrawing Your Account" sections of the Client Manual – Consumer Accounts.

¹² We will charge an Overdraft Protection Transfer Fee once for each day we transfer money to cover an overdraft from a Safety Check Contributing Account. The Overdraft Protection Transfer Fee will be charged to the account that receives the transfer. This fee is waived for Citi ElevateSM and Access Account Packages.

9. The following footnote is revised to remove to the following: Returned Item (Unpaid) is described on your bank statement as: Returned Check/NSF Fee.

¹⁰ Copy of Cancelled Checks is described on your bank statement as: Fee for Photocopying. Expedited Domestic Delivery of Replacement Debit Card is described on your bank statement as: Expedited Card Fee. Foreign Currency Exchange fee is described on your bank statement as: Foreign Currency Fee. Foreign Exchange Fee is described on your bank statement as: Foreign Transaction Fee. Miscellaneous Copies is described on your bank statement as: Fee for Photocopying. Fee for Pin Mailer: Domestic Expedite is described on your bank statement as: Fee for PIN Mailer. Fee for Pin Mailer: International Expedited is described on your bank statement as: Fee – International Express PIN

EFFECTIVE DATE: JULY 18, 2022

AMENDMENT TO THE CITI PRIORITY ACCOUNT PACKAGE SECTION OF THE MARKETPLACE ADDENDUM:

Effective July 18, 2022, the minimum combined average monthly balance range to avoid a \$30 monthly service fee for the Citi Priority Account Package will be reduced from \$50,000 to \$30,000.

As a result, the Combined Average Monthly Balance Range chart is deleted in its entirety and replaced with the following:

Combined Average Monthly Balance Range ¹⁴	Monthly Service Fee	Non-Citibank ATM Fee ¹⁵	Per Check Fee
Less than \$30,000	\$30.00	None	None
\$30,000 or more of Deposit, Retirement account and Investments	None	None	None

¹⁴ Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

¹⁵ Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.



EFFECTIVE: JULY 18, 2022

AMENDMENT:

Exclude all references of "Interest Checking" in the Citibank Account Package, Citi Priority Account Package, and Citigold Account Package for accounts opened on or after July 18, 2022. "Regular Checking" is the only checking account offered in the Citibank Account Package, Citi Priority Account Package and Citigold Account Package for accounts opened on or after July 18, 2022.

If a customer owns an existing Interest Checking account at the time their existing Citibank Account Package or Citi Priority Package is converted to the Citigold Account Package or Citigold Private Client, their Interest Checking account will be converted to Citigold Interest Checking.

If a customer owns an existing Citigold Interest Checking account at the time their existing Citigold Account Package or Citigold Private Client is converted to the Citi Priority Account Package or Citibank Account Package, their Citigold Interest Checking account will be converted to Interest Checking.

EFFECTIVE: JULY 18, 2022

AMENDMENT:

Citibank will no longer offer customers the ability to apply to open new Citi Elevate Account Packages, new Interest Checking accounts, and new Citigold Interest Checking accounts.

The following sections are removed in their entirety and placed in the "Discontinued Products, Services, and Features" section of the *Marketplace Addendum*.

- Citi Elevate Account Package section
- Interest Checking section
- Citigold Interest Checking section
- The Citibank® Student Account Package section

EFFECTIVE: JULY 18, 2022

AMENDMENT:

Citibank is adding a new section to the *Marketplace Addendum* entitled "Discontinued Products, Services, and Features" which will read as follows:

Discontinued Products, Services, and Features

Customers no longer have the ability to apply to open new accounts (or enroll, as applicable) in the following products, services, and features as of the Discontinued Date:

Discontinued Products, Services, and Features	Discontinued Date
Citi Elevate SM Account Package	July 18, 2022
Interest Checking	July 18, 2022
Citigold Interest Checking	July 18, 2022
Citibank® Student Account Package	January 16, 2016



The following disclosures apply to customers who opened accounts (or enrolled, as applicable) in the following products, services, or features before the applicable Discontinued Date.

Citi ElevateSM Account Package

Overview

The Citi Elevate Account Package is a “digital” banking package with electronic delivery of statements and other legal notices and communications instead of through the U.S. Mail. Clients must provide consent to “paperless” statements and register for online access through Citi[®] Online or the Citi Mobile[®] App in order to view and keep copies of statements and other legal notices and communications. Clients cannot withdraw their consent to electronic delivery of statements and other legal notices and communications with this account package but may instead transfer their checking account and other linked accounts to a different account package in order to receive statements and other legal notices through the U.S. Mail.

The Citi Elevate Account Package may contain an Interest Checking account or a Citi Accelerate Savings account. Your Monthly Service Fees are based upon which accounts you maintain as specified in the description of Fees below. For Citi Elevate Account Packages opened prior to July 18, 2022, only one Interest Checking account can be included in any Citi Elevate Account Package. In addition to the Interest Checking account, the Citi Elevate Account Package may include more than one of the following accounts in the below chart.

Effective July 18, 2022, requests to open a Citi Accelerate Savings account in an existing Citi Elevate Account Package will be opened in a Basic Banking Package and subject to the terms of that package. Effective July 18, 2022, requests to open a Certificate of Deposit in an existing Citi Elevate Account Package will be opened in a Citibank Account Package and subject to the terms of that package.

Deposit Accounts	Citi Accelerate Savings Account, Certificates of Deposit
Retirement Accounts	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs
Investments¹⁶	Investments held in your Linked Citigroup Global Markets Inc. (CGMI) Accounts ¹⁷ , and annuity positions shown on Linked CGMI Account Statements ¹⁸

INVESTMENT AND INSURANCE PRODUCTS: • NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NO BANK GUARANTEE • MAY LOSE VALUE

When the Citi Elevate Account Package includes an Interest Checking account, the average monthly balance in your Interest Checking account will be used to determine whether or not you will be charged fees for the statement period. Other accounts listed in the above chart will not be used to determine whether or not you will be charged fees for the statement period.

When the Citi Elevate Account Package does not include an Interest Checking account, but has a Citi Accelerate Savings account, the average monthly balance in your Citi Accelerate Savings account will be used to determine whether or not you will be charged fees for the statement period.

Your average monthly balance is available on your statement and may be obtained by calling 1-800-374- 9700. Any fees incurred will be charged during the subsequent statement period.

Citi Elevate Account Package with Interest Checking and Other Accounts

Interest Checking Average Monthly Balance	Monthly Service Fee	Non-Citibank ATM Fee ^{20,21}	Reimbursement of Other Bank ATM and ATM Service Provider Fee
Less than \$5,000	\$15	Waived	Unlimited Reimbursement
\$5,000 or more	None	Waived	Unlimited Reimbursement

Citi Elevate Account Package with only Citi Accelerate Savings Account

Average Monthly Balance	Monthly Service Fee	Non-Citibank ATM Fee ^{20,21}	Reimbursement of Other Bank ATM and ATM Service Provider Fee
Less than \$500	\$4.50	\$2.50	None
\$500 or more	None	\$2.50	None



Eligibility

The Citi Elevate Account Package is available for accounts opened prior to July 18, 2022, in select markets for customers with a residential/home (not mailing) address in an Eligible Location who apply online through Citibank® Online, the Citi Mobile® App, or CitiPhone Banking. "Eligible Locations" include Armed Forces America, U.S. Armed Forces – Europe, Alaska, Alabama, U.S. Armed Forces – Pacific, Arkansas, American Samoa, Arizona, Colorado, Delaware, Georgia, Guam, Hawaii, Iowa, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Michigan, Minnesota, Missouri, Northern Mariana Islands, Mississippi, Montana, North Carolina, North Dakota, Nebraska, New Hampshire, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virgin Islands, Vermont, Washington, Wisconsin, West Virginia, Wyoming and select markets in Florida and Illinois.

Conversion to Other Banking Packages

Prior to July 18, 2022, clients in an Eligible Location with an existing account package can convert their banking package to a Citi Elevate Account Package but must provide consent to electronic delivery of statements and other legal notices and communications and register for online account access through Citi® Online or the Citi Mobile® App.

If a customer owns an existing Interest Checking account at the time their existing Citi Elevate Account Package is converted to the Citigold Account Package or Citigold Private Client, their Interest Checking account will be converted to Citigold Interest Checking. If a customer owns an existing Interest Checking account at the time their existing Citi Elevate Account Package is converted to a package other than the Citigold Account Package or Citigold Private Client, Citi Priority Account Package, or Citibank Account Package, their Interest Checking account will be converted to a Regular Checking account.

The following conversion rules apply to Citi Elevate Account Packages with a linked Citi Accelerate Savings account, certificate of deposit, retirement, or brokerage account when the Interest Checking account is closed:

- Citi Elevate Account Packages with only a Citi Accelerate Savings account will remain in the Citi Elevate Account Package.
- All other Citi Elevate Account Packages with remaining accounts (such as linked Certificate of Deposit, Retirement, or Brokerage Accounts), whether linked to a Citi Accelerate account or not, will convert within 10 business days from the Interest Checking account closure date to the Citibank Account Package and will be subject to terms and conditions of the Citibank Account Package.

Reimbursement of Other Bank ATM Fees

Applies only when the Citi Elevate Package includes an Interest Checking account. Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. You will receive unlimited reimbursements from Citibank for ATM fees charged by other banks in any statement period. Reimbursements for other bank ATM fees may also apply to international ATM transactions. If you are charged a fee for the use of an ATM overseas, please contact us for a full refund.

Overdraft Protection Services

The Safety Check service is available for Citi Elevate Account Package. Upon application and subject to credit approval, a Checking Plus® (variable rate) Line of Credit for overdraft protection can be linked to the checking account.

For additional information about the various accounts in this package, please see the sections of this *Marketplace Addendum* titled "Information About Specific Accounts."

Interest Checking

Account Features

Interest Checking is an interest bearing account in the Citibank® Account Package, Citi Priority Account Package or the Citi Elevate Account Package.

Interest Rates

The interest rates for Interest Checking are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit citibank.com, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins to Accrue

Money deposited to this account at a teller or a Proprietary Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Proprietary Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the *Client Manual – Consumer Accounts* for definition of "Business Day.")



Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on Interest Checking accounts. The daily balance method applies a daily periodic rate to the full amount of principal in the account each day. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your account. We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following:

- Rate Region (determined by factors, which may include branch location or home (not mailing) address)
- Account Balance
- Account Package Type

Please refer to your applicable rate sheet.

Principal Balance Ranges for Interest Rate Calculations:

\$0 - \$24,999.99

\$25,000 - \$49,999.99

\$50,000+

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365 day year except in leap years when interest may be computed on a 366 day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly service fee for an Interest Checking account. When an Interest Checking account is opened, it must be in a package and is subject to the monthly service and non-Citibank ATM fees, as applicable, of its account package as disclosed in the "Information About Account Packages" section of this Addendum.

Citigold® Interest Checking

Account Features

Citigold® Interest Checking is an interest bearing account in the Citigold® Account Package. Citigold Private Client is a relationship status of Citigold.

Interest Rates

The interest rates for the Citigold® Interest Checking account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit citibank.com, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Proprietary Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Proprietary Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please refer to the *Client Manual – Consumer Accounts* for definition of "Business Day.")

Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on Citigold® Interest Checking accounts. The daily balance method applies a daily periodic rate to the full amount of principal in the account each day. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your account.



We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following:

- Rate Region (determined by factors, which may include branch location or home (not mailing) address)
- Account Balance
- Account Package Type

Please refer to your applicable rate sheet.

Account Balance Ranges for Interest Rate Calculations:

\$0 - \$24,999.99

\$25,000 - \$49,999.99

\$50,000+

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly service fee for a Citigold® Interest Checking account. When a Citigold® Interest Checking account is opened, it must be in a Citigold® Account Package and is subject to the applicable monthly service fees for that account package as disclosed in the "Information About Account Packages" section of this Addendum.

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

The "Information About Specific Accounts" section of the *Marketplace Addendum* has been updated to include the below terms for Court Ordered Money Market Accounts.

Court Ordered Money Market Account

Account Features

Court Ordered Money Market (COMMA) accounts are money market accounts subject to a court order. In limited circumstances, applicants may be eligible to apply to open a COMMA account. COMMA accounts can only be opened in a branch in the state in which the court order is issued and proceed through the Special Title account application process which includes providing information about the beneficiary. Please refer to your applicable court order for necessary requirements. COMMA accounts can only be opened in a Citibank® Account Package. COMMA accounts are ineligible for checks unless allowed by the COMMA account's applicable Court Order. COMMA accounts are ineligible for ATM Cards.

Linking

Court Ordered Money Market accounts cannot be linked to other accounts or account packages. In addition, COMMA accounts cannot be Household Linked.



Interest Rates

The interest rates for Court Ordered Money Market Accounts are variable, determined by Citibank at its sole discretion and can change at any time. The interest rate for COMMA accounts will be equal to the highest, non-promotional interest rate available to Citibank branch customers for money market accounts available in the state where the court order is issued, regardless of the account balance or package type. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. (Please see the *Client Manual – Consumer Accounts* for definition of “Business Day.”)

Fees

There is no monthly service fee for COMMA accounts. COMMA accounts are subject to all other fees associated with the Citibank® Account package. Please see in the “Information About Account Packages” section of this Addendum.

Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on COMMA accounts. This method uses the daily balance of all deposited funds in your account on which we have received credit to determine the applicable interest rate for each day of the statement period. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your account. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Interest rates may vary depending on Rate Region (determined by factors, which may include branch location or home (not mailing) address). Please refer to your applicable rate sheet.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the daily balance method.

EFFECTIVE DATE: JULY 18, 2022

AMENDMENT TO THE TERM DIRECT DEPOSIT.

Effective with accounts opened on or after July 18, 2022, all references to Qualifying Direct Deposit in the Access Account section of the *Marketplace Addendum* are replaced with Enhanced Direct Deposit.

EFFECTIVE APRIL 28, 2022

AMENDMENT:

Effective April 28, 2022, the following fees are waived for accounts in the Citigold® and Citi Alliance Account Packages: the \$25 fee for sending outgoing online international wire transfers in U.S. dollars and the \$17.50 fee for sending outgoing online domestic wire transfers. “Online” refers to self-service wires sent via Citi® Online or Citi Mobile®.

As a result, the *Marketplace Addendum* is amended as follows:

Effective April 28, 2022, the Wire Transfer chart under the Citigold section of the *Marketplace Addendum* is revised as follows:



Wire Transfers	Citigold® Private Client	Citigold® Account Package
Incoming Domestic and International ⁷	Waived	Waived
Outgoing Online Domestic ⁹	Waived	Waived
Outgoing Domestic – Other Channels ¹¹	Waived	\$35.00
Outgoing Online International (U.S. Dollars) ⁹	Waived	Waived
Outgoing Online International (Foreign Currency) ¹⁰	Waived	Waived
Outgoing International – Other Channels ¹¹	Waived	\$45.00

Footnote number 9 is revised as follows:

⁹ “Online” refers to self-service wires sent via Citi® Online or Citi Mobile®.

Footnote number 11 is added and described as follows:

¹¹ “Other Channels” refers to wire transfers initiated through a branch or assisted by a banker.

Effective, April 28, 2022, the Wire Transfer section of the fee chart titled “Other Fees and Charges for All Accounts” is revised as follows:

Service	Citigold® Private Client	Citigold® Account Package	Citi Priority Account Package	All Other Account Packages
Wire Transfers: ¹⁴ Incoming Domestic and International	WAIVED	WAIVED	WAIVED	\$15.00
Wire Transfers: ¹⁴ Outgoing Online Domestic ¹¹	WAIVED	WAIVED	\$17.50	\$25.00
Wire Transfers: ¹⁴ Outgoing Domestic-Other Channels ¹⁶	WAIVED	\$35.00	\$35.00	\$35.00
Wire Transfers: ¹⁴ Outgoing Online International (U.S. Dollars) ¹¹	WAIVED	WAIVED	\$25.00	\$35.00
Wire Transfers: ¹⁴ Outgoing Online International (Foreign Currency) ¹⁵	WAIVED	WAIVED	WAIVED	WAIVED
Wire Transfers: ¹⁴ Outgoing International-Other Channels ¹⁶	WAIVED	\$45.00	\$45.00	\$45.00
Fees and Charges related to specific account types, and specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere	As specified elsewhere	As specified elsewhere

Footnote 11 is revised as follows:

¹¹ “Online” refers to self-service wires sent via Citi Online or Citi Mobile.

Footnote number 16 is added and described as follows:

¹⁶ “Other Channels” refers to wire transfers initiated through a branch or assisted by a banker.

Effective, April 28, 2022, the Wire Transfer section of the fee chart titled “Other Fees and Charges for All Accounts” for the Citi Alliance Banking Package is revised as follows:

Service	Citi Alliance
Wire Transfers: ¹⁴ Incoming Domestic and International	Waived
Wire Transfers: ¹⁴ Outgoing Online Domestic ¹¹	Waived
Wire Transfers: ¹⁴ Outgoing Domestic-Other Channels ¹⁶	\$35.00
Wire Transfers: ¹⁴ Outgoing Online International (U.S. Dollars) ¹¹	Waived
Wire Transfers: ¹⁴ Outgoing Online International (Foreign Currency) ^{11, 15}	Waived
Wire Transfers: ¹⁴ Outgoing International-Other Channels ¹⁶	\$45.00
Fees and Charges related to specific account types, and specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere



EFFECTIVE DATE: JULY 18, 2022

AMENDMENT TO MINOR ACCOUNTS IN THE BASIC BANKING PACKAGE:

Effective with accounts opened on or after July 18, 2022, there will be no Monthly Service Fee waiver for accounts in the Basic Banking Package when an owner of an account is a minor age 13 to 17.

As a result, effective July 18, 2022, the section in the *Marketplace Addendum* under Basic Banking Package titled "Minor Accounts – Applicable to accounts opened on or after April 23, 2021" will be deleted in its entirety from the Basic Banking Package section of the *Marketplace Addendum*.

EFFECTIVE DATE: JULY 18, 2022

AMENDMENT TO THE FOLLOWING WITHIN THE BASIC BANKING PACKAGE SECTION OF THE MARKETPLACE ADDENDUM: MONTHLY SERVICE FEE AND NON-CITIBANK ATM FEE WAIVERS FOR CLIENTS AGE 62 AND OVER AND THE TERM DIRECT DEPOSIT.

Effective with accounts opened on or after July 18, 2022, there will be no monthly service fee and non-Citibank ATM fee waivers for clients who are age 62 or over and listed as the first signer on the account. Effective with accounts opened on or after July 18, 2022, the term "Direct Deposit" is replaced with "Enhanced Direct Deposit."

As a result the Regular Checking chart within the Basic Banking Package section is revised as follows:

Combined Average Monthly Balance Range	Monthly Service Fee	Non-Citibank ATM Fee ^{29, 30, 31}	Per Check Fee
Less than \$1,500	\$12.00 ³¹	\$2.50 per withdrawal	None
\$1,500 or more	None	\$2.50 per withdrawal	None

²⁹ You can get cash; get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

³⁰ Fees charged to you by other institutions for transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

³¹ The Basic Banking Package Monthly Service Fee is waived if one of the following conditions is met: 1 Enhanced Direct Deposit* is credited to a Regular Checking, savings or money market account in a Basic Banking Package and 1 qualifying Bill Payment** posted to a Regular Checking account in the Basic Banking Package during the statement period

OR

The combined average monthly balance in qualifying linked deposit accounts*** is \$1,500 or more for the calendar month prior to the last Business Day of your statement period.

* Enhanced Direct Deposits are Automated Clearing House (ACH) credits, which may include payroll, pension or government payments (such as Social Security) by your employer, or an outside agency.

** Qualifying Bill Payments are individual or recurring bill payments made through CitiPhone Banking® (including bill payments made using Citibank's Telephone Automated Bill Payment Service and Staff Assisted Bill Payments), Citibank® Online, CitiBusiness® Online and Citi Mobile®. Qualifying Bill Payments do not include payments made by check or internal transfer payments made to accounts of Citibank or its affiliates.

*** Deposit balances may consist of funds held in a Regular Checking, savings or money market account in a Basic Banking Package. The combined average monthly balance of \$1,500 or more applies to all accounts that are open in the month prior to the statement period.



EFFECTIVE DATE: MARCH 28, 2022

AMENDMENT:

We are writing to provide you with information about the availability of the Citi AllianceSM Banking Package. As a result, the *Marketplace Addendum* will be updated with the following:

Citi AllianceSM

Overview

Citi AllianceSM is a banking package designed to provide an enriched banking experience. The Citi Alliance Account Package contains a Regular Checking account. Only one Regular Checking account can be included in any Citi Alliance Account Package.

The following account types are not eligible for the Citi Alliance Account Package:

- Savings Accounts
- Money Market Accounts
- Certificates of Deposits
- Investments

Citi Alliance Combined Average Monthly Balance Range

The following average monthly balance ranges have been established for the Citi Alliance Account Package.

Citi Alliance Checking Average Monthly Balance	Monthly Service Fee ¹	Non-Citibank ATM Fee ²	Reimbursement of Other Bank ATM and ATM Service Provider Fee
Less than \$50,000	\$30	Waived	Reimbursed
\$50,000 or more	Waived	Waived	Reimbursed

¹ Average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

² If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

Conversion to other Banking Packages.

- The Citi Alliance Banking package may not be converted to another banking package type.
- Clients with an existing banking package cannot convert their banking package to a Citi Alliance Banking package.

Household Linking. You may link your Citi Alliance banking package with another Citi Alliance account package to form a Citi Alliance household. We will add the average monthly balances for the prior calendar month of the eligible linked accounts in the Citi Alliance banking packages within the household to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citi Alliance Account Package monthly service fee. For the calendar months where the combined household balance equals or exceeds the Citi Alliance banking package requirement for eliminating monthly service fees, you will not be charged a monthly service fee for your Citi Alliance banking package in your next monthly statement.

Balances from other packages in the household are not used to offset Citi Alliance monthly fees. Balances from accounts in a Citi Alliance banking package cannot contribute to the combined average monthly balances of a household that has another Citibank account package to avoid monthly service fees in that package.

For additional information about household linking, please see the section of this *Marketplace Addendum* titled "Household Linking of Account Packages."

Reimbursement of Other Bank ATM Fees. Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. You will receive unlimited reimbursements from Citibank for ATM fees charged by other banks in any statement period. Reimbursements for other bank ATM fees may also apply to international ATM transactions. If you are charged a fee for the use of an ATM overseas, please contact us for a full refund.



Overdraft Protection Services. The Safety Check service is available for the Citi Alliance Account Package by selecting a savings or money market in another banking package as the donor account to the checking account in the Citi Alliance Account Package.

The \$10 Overdraft Protection Transfer Fee for the Safety Check service is waived.

EFFECTIVE DATE: MARCH 28, 2022

AMENDMENT:

The Other Fees and Charges for All Accounts chart in the *Marketplace Addendum* is updated with fee information for the Citi Alliance Banking Package. As a result, the *Marketplace Addendum* will be updated with the following:

Service	Citi Alliance
Bond Coupon Redemption (per series)	WAIVED
Checkbook Orders	WAIVED ³
Citibank® Global Transfer Service ⁴	No Transfer Fee
Clerical Research (Per hour, on-hour minimum)	\$25.00
Collection of Checks Drawn on Foreign Bank ⁵	\$30.00
Collection of Notes and Sight Drafts on Domestic Bank	\$25.00
Consular/Verification Letter	WAIVED
Copy of Cancelled Checks ¹⁰	WAIVED
Deposited Check Returned Unpaid	WAIVED
Domestic Bank Collections ⁵	\$25.00
Expedited Domestic Delivery of Replacement Debit Card ¹⁰	WAIVED
Fee for Pin Mailer: ¹⁰ Domestic Standard	No Charge
Fee for Pin Mailer: ¹⁰ Domestic Expedited	WAIVED
Fee for Pin Mailer: ¹⁰ International Expedited	WAIVED
Foreign Currency Exchange: ¹⁰ \$1,000 and over	No Charge
Foreign Currency Exchange: ¹⁰ under \$1,000	WAIVED
Foreign Exchange Fee ^{7,10}	WAIVED
Interim Statement	WAIVED
Legal Process Compliance (levies, attachments, etc.) per defendant	\$125.00
Miscellaneous Copies (Fee for Photocopying ¹⁰) (IRS Forms 1099, Deposit Ticket, etc.)	WAIVED
Money Order for Customers	WAIVED
Official Check	WAIVED
Overdraft Protection Transfer Fee for Safety Check ¹²	WAIVED
Overdrafts and Returned Items ⁸ Overdraft (may be created by check, in-person withdrawal, transfer, draft, ACH transaction or other electronic means or by service charges or fees)	\$34.00
Returned Item (Unpaid)	34.00
Safe Deposit Box Annual Rental ⁹	Varies
Statement Copy (previous month)	WAIVED
Stop Payment Request ¹³	WAIVED
Wire Transfers: ¹⁴ Incoming Domestic and International	WAIVED
Wire Transfers: ¹⁴ Outgoing Online Domestic	\$17.50



Service	Citi Alliance
Wire Transfers: ¹⁴ Outgoing Domestic	\$35.00
Wire Transfers: ¹⁴ Outgoing Online International (U.S. Dollars)	\$25.00
Wire Transfers: ¹⁴ Outgoing Online International (Foreign Currency) ¹⁵	WAIVED
Wire Transfers: ¹⁴ Outgoing International	\$45.00
Fees and Charges related to specific account types, and specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere

Notes to "Other Fees and Charges for All Accounts"

- ¹ Waived for standard checkbook orders and non standard checkbook orders Non-standard checkbook orders include non-standard design, non-standard lettering, non-standard cover and non-standard logos.
- ² Fee for first order of Citibank® Account Package standard checkbook is waived.
- ³ Fees for standard design checkbooks are waived for the Citigold®, Citi Priority Account, and Citi Alliance Account Packages. Fees for non-standard checkbook orders will be charged for the Citi Priority Account and Citi Alliance Account Package. Fees for non-standard checkbooks orders in the Citigold® Account Package are waived provided your Citigold® Account Package had a combined average monthly balance of \$400,000 or more for the monthly period that was two (2) calendar months before the date you order the non-standard checkbook. Non-standard checkbook orders include non-standard design, non-standard lettering, nonstandard cover and non-standard logos.
- ⁴ For Citibank® Global Transfers made in foreign currency, Citibank's exchange rate includes a commission for the conversion service. For more information, please refer to the "Electronic Banking" section of the Client Manual – Consumer Accounts under "Types of Transactions; Limitations."
- ⁵ Additional fees may apply as a result of fees charged for collection of the item by other institutions.
- ⁶ This fee will appear as "fee for photocopying" on your bank statement. If you do not receive check images with your statement, you are permitted two (2) free copies of cancelled checks per monthly statement period, then \$5.00 per check thereafter.
- ⁷ Fee applies to transactions made outside the U.S. and Puerto Rico using your Citibank® Banking Card and when you use your card to purchase goods or services in a foreign currency or in U.S. Dollars with a foreign merchant (a "Foreign Transaction"). Foreign Transactions include Internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. Transaction amount includes credits and reversals.
- ⁸ Overdraft fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" and "Overdrawing Your Account" sections of the Client Manual – Consumer Accounts.
- ⁹ Please refer to the "Safe Deposit Box Discount by Account Package" chart in the "Safe Deposit Box Rental" section of the Marketplace Addendum.
- ¹⁰ Copy of Cancelled Checks is described on your bank statement as: Fee for Photocopying. Expedited Domestic Delivery of Replacement Debit Card is described on your bank statement as: Expedited Card Fee. Foreign Currency Exchange fee is described on your bank statement as: Foreign Currency Fee. Foreign Exchange Fee is described on your bank statement as: Foreign Transaction Fee. Miscellaneous Copies is described on your bank statement as: Fee for Photocopying. Returned Item (Unpaid) is described on your bank statement as: Returned Check/NSF Fee. Fee for Pin Mailer: Domestic Expedite is described on your bank statement as: Fee for PIN Mailer. Fee for Pin Mailer: International Expedited is described on your bank statement as: Fee – International Express PIN
- ¹¹ This fee will be waived for Citigold® Account Packages that had a combined average monthly balance of \$400,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.



¹² We will charge an Overdraft Protection Transfer Fee once for each day we transfer money to cover an overdraft from a Safety Check Contributing Account. The Overdraft Protection Transfer Fee will be charged to the account that receives the transfer. This fee is waived for Citi ElevateSM, Citi Alliance, and Access Account Packages

¹³ Fee applies on Personal Checks, Official Checks, and Money Orders

¹⁴ Incoming Domestic and International is described on your bank statement as: Incoming Wire Transfer Fee. Outgoing Domestic is described on your bank statement as: Fee for Domestic Funds Transfer. Outgoing International is described on your bank statement as: Fee for International Funds Transfer.

¹⁵ The wire transfer fee will be waived for clients who wire funds in foreign currency using Citi Online or Citi Mobile.

EFFECTIVE DATE: APRIL 1, 2022

AMENDMENT:

We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following: Residential/Home (not mailing) Address, Rate Region, Account Balance, Account Package Type, and Relationship Status of Citigold. As a result the *Marketplace Addendum* is updated as follows:

A fifth bullet point is added to read "Relationship Status of Citigold" to the below text in the Interest Checking, Citigold[®] Interest Checking, Citi[®] Savings Account, Citi[®] Accelerate Savings Account and Certificates of Deposit sections of the *Marketplace Addendum*:

We may assign the same interest rate to more than one balance range. Interest rates may vary depending on one or more of the following:

- Residential (not mailing) Address
- Rate Region
- Account Balance
- Account Package Type
- Relationship Status of Citigold

Please refer to your applicable rate sheet.

All other terms and conditions of the Citibank[®] Client Manual – Consumer Accounts and Marketplace Addendum remain in full force and effect.

Terms, conditions and fees for accounts, products, programs and services are subject to change.

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EXHIBIT B

CitiBusiness[®] Client Manual

U.S. Markets

Effective November 30, 2016



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General Information

Thank you for opening a CitiBusiness® Account with Citibank. When you open an account, you agree to abide by the rules and regulations governing that account. While some of the information, rules and regulations are contained in this CitiBusiness Client Manual (sometimes referred to as "Manual"), others can be found in the other agreements and documents we give you at the time you open particular accounts. By opening and maintaining an account, you agree that this Manual will operate as an agreement between you and Citibank, and that you are subject to the arbitration agreement set forth herein. Please read all of these sources carefully. For important information concerning account fees and charges and the availability of funds from your deposits, please refer to "Citibank's Standard Funds Availability Policy" on page 26 and the separate brochure entitled CitiBusiness Schedule of Standard Fees and Charges provided with this Manual. If a service we offer has a separate agreement, and there is a conflict between the terms of this Manual and the separate agreement, the separate agreement will apply.

Your CitiBusiness Client Manual does not contain information relating to other more specialized services such as investment services through Citigroup Global Markets Inc., ("CGMI"), member SIPC, and an affiliate of Citibank, or services provided through CitiBusiness Online. For information regarding products or services that are no longer offered, please consult your original account agreements.

This CitiBusiness Client Manual applies to accounts in the geographical area where you open your account. Citibank deposit accounts maintained in other geographic areas throughout the U.S. and the Commonwealth of Puerto Rico cannot be linked for pricing or statements.

Definitions

"Authorized Signer" means a person with actual or apparent authority by your business to perform transactions on your accounts and enter into agreements for banking services whether by signing account signature cards or the Business-General Deposit Resolution (or another resolution or other form of authority we accept) or with delegated authority by those signing these documents such as a CitiBusiness Online System Administrator.

"Business Day" means any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day may vary from Branch to Branch, and is posted in each Branch. For a definition of business day as to the availability of deposits you make, please refer to "Citibank's Standard Funds Availability Policy" on page 26.

"Citibank ATM Card" means a Citibank Banking Card that may be used at ATMs and Point of Sale ("POS") merchants for PIN purchases (see the "Electronic Banking" section of this Manual).

"Citibank Banking Card" means a card that may be used at ATMs and at POS merchants, including Citibank ATM cards and Citibank Debit Cards. We may also refer to this card as a Citibank Card or Citi Card in promotional and other materials.

"CitiBusiness Debit Card" means a Citibank Banking Card bearing a MasterCard® Brand Mark on its face that may be used at ATMs and Point of Sale ("POS") merchants to make either PIN OR Signature purchases (For more information, refer to the "Electronic Banking" section of this Manual).

"Home Branch" means the Branch where you opened your account or to which you transferred your account.

"Network ATM" means an automated teller machine ("ATM") other than a proprietary Citibank ATM that is operated by or on behalf of a financial institution that is a member of a qualifying payment processing network including ATMs bearing the MasterCard®, Maestro® or Cirrus® marks.

"Proprietary Citibank ATM" (also referred to as "Citibank ATM") means an envelope free (image) ATM that is owned or operated by Citibank, generally found in Citibank branches.

"We," "us," "our," and "Citibank" mean Citibank, N.A. The words "you" and "your" refer to the business or professional entity opening a CitiBusiness Account and/or its authorized representatives, as appropriate.

Customer Service

Changing Your Account Records

It is important that your account records be kept up to date. Please inform us of any change in your business address or your electronic mail address. Be sure to change the address on all of your accounts. If you fail to do so, we shall not be liable for errors, debits or charges to your account resulting from such failure.

Account Errors and Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, in our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

You have a responsibility to review your account statements in a timely manner and to notify us promptly of any errors. You must notify us in writing within 30 days after we send or make available to you your account statement and accompanying items of any errors, discrepancies, or unauthorized transactions. If you fail to do so, we shall not be liable for debits or charges to your account resulting from such errors, discrepancies, or lack of authorization, or for losses resulting from subsequent related occurrences. Note Exception: Automated Clearinghouse ("ACH") transactions may not be covered by the 30 day rule. See below section.

Unauthorized Electronic Automated Clearinghouse (ACH) Transactions. You agree to notify us within one business day from the date that an unauthorized ACH transaction posts to or is debited from your account. If you fail to do so, we may not be responsible or liable to you for any such ACH debit or the loss resulting from such debit.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one year after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If, by mistake, funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts for the necessary funds.

Account Statements and Notices

We will send you, by mail to the postal address reflected in our records, periodic account statements that show all of the activity for the statement period, all transactions made with your Citibank Banking Card, all transfers that you authorized in advance, and other information on the account for the statement period.

Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about the checks presented against your account. We use postage-paid ordinary mail to send you statements or notices to the postal mailing address that is reflected in our records for the account. We may also send notices and other account-related information to you and your Authorized Signers to electronic mail addresses reflected in our records for you and your Authorized Signers.

Regardless of the number of owners of an account, we will only send one statement per account. A notification provided to any of the Authorized Signers of an account shall be deemed to be a notification to you and is considered delivered to you on the date we first place the statement or notice in the mail regardless of whether or not you receive it. You are responsible for providing copies of all statements and other account information to all co-owners of your accounts.

If two consecutive notices and/or statements are returned to us for any reason, you agree that we may hold subsequent account statements and notices until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date they were prepared (for held statements), mailed (for returned statements), or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined that it is not able to be delivered.

Instead of receiving a paper statement through the mail, you may choose to enroll in our paperless statement service when you manage your accounts through CitiBusiness Online. If you chose to use the paperless statement service, we will make your statement available to you and your authorized users through CitiBusiness Online. Statements will be deemed delivered to you when they are made available through CitiBusiness Online. This service is subject to separate terms and conditions that will be provided to you and accepted by your CitiBusiness Online System Administrator. The paperless statement option may not be available with all accounts.

Recording Your Service Requests

You agree that we may record the conversations our employees have with you or your representative. We do this to monitor the quality of service and accuracy of information our employees give you, and to ensure that your instructions are followed.

Fees and Charges

Citibank applies service charges for its products and services in accordance with the schedule set forth in the CitiBusiness Schedule of Standard Fees and Charges brochure provided with this Manual, as may be updated from time to time. Please consult that brochure for a description of those charges. In addition to all other fees and service charges Citibank may apply for its products and services, Citibank reserves the right to charge an additional deposit-related fee on any account based upon available funds in such account. To the extent such fee is implemented, it will be set forth on the CitiBusiness Schedule of Standard Fees and Charges brochure.

Amendments/Changes to this Manual

We reserve the right to change the rules and regulations governing the accounts and services described in this Manual, which may include adding to them or deleting certain provisions entirely or partially. We also reserve the right to withdraw any product or service described in this Manual at any time. We will revise this Manual from time to time to reflect these changes. Copies of the current Manual will be available at any Branch. We suggest that you keep any notification of changes to this Manual along with the rest of your Citibank account information. Unless otherwise required by law, we may amend this Manual without prior notice to you. If we choose to notify you or are required by law to notify you of changes to this Manual, we may mail or deliver a notice or a statement message, or make available such changes electronically. Certain fees may change without notice to you.

Special Services for Persons with Disabilities

At Citibank, access to services and facilities is available to all clients, including those with vision, hearing or physical handicaps.

- Clients with vision and reading disabilities can get cash and make deposits at our Proprietary Citibank ATM locations via special screen and audio cues. Ask for instructions at your nearest Branch.
- Text Telephone/TTY is available for clients with speech or hearing disabilities through special phone lines to clients seeking service. For service inquiries, the TTY number is 1-800-945-0258.
- By prior arrangement, sign language service can be made available in our Branches.
- Each Proprietary Citibank ATM location features one lowered machine serving the needs of individuals in wheelchairs.

Opening an Account

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT CITI

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you:

Accounts Opened by Sole-Proprietors: When you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

Accounts Opened by All Other Businesses: When you open an account or establish a relationship, we will ask for your business name, a street address and a tax identification number; that Federal law requires us to obtain. We appreciate your cooperation.

You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law.

You can open a CitiBusiness account at any of our branches. The branch you choose is then referred to as your Home Branch. This branch has certain information regarding your business and your business accounts that is not readily available at other branches. Therefore, there may be certain things that you can only do at your Home Branch.

Accounts are opened subject to our ability to identify you and the signatures of each signer on the account. Generally, we require one piece of suitable identification with your signature or photograph on it. When you open an account, we obtain a report from a reporting agency regarding your past handling of banking services. We require a tax identification number for all accounts.

Additional documentation about your business that we may require is determined by the type and nature of business you are operating. Consult with the branch for specific information as to the documentation we require for your business to establish an account.

You are responsible for providing us with amended documents should the information contained in your documentation change. This is especially important if there is a change in the officers or signing authority of your business.

We cannot be responsible for losses you sustain if you fail to inform us of changes in the authority of your representatives to conduct your banking business.

Closing an Account

You may close your account at any time except as stated otherwise in this Manual. The same signatures required for writing checks and making withdrawals are required to close the account.

If you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We reserve the right to close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close any CitiBusiness account if a zero balance remains for over 45 days.

If we close your account, we will send you a check for your final balance, minus applicable service fees. If your account balance is insufficient to pay applicable fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the closure of the account.

Transferring Ownership and Assignments

Accounts are not transferrable or assignable except with the permission of Citibank. Public Fund Accounts are transferable, but written instructions are required. Certain Business Accounts may be assigned as collateral for a loan from Citibank or another lender. For the assignment to be effective, we must receive documentation in a form and substance satisfactory to us.

Special Circumstances

Restricted Access to Accounts

There are occasions when access to deposits or property in your safe deposit box is restricted. Funds assigned as collateral, or deposits that are attached in connection with a legal action, are examples of restricted access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our CitiBusiness Safety Check services.

When we receive an order instructing us to restrict access to funds in an account or property in a safe deposit box, we ensure compliance by removing the funds from the account and maintaining them separately or by restricting access to the safe deposit box. These funds will not earn interest and will not be considered as part of your balance in determining account charges.

Forfeited Accounts

If your account is seized by or forfeited to the United States Government or to a state government you no longer have title to the account and the funds in it will no longer earn interest, even if the funds are eventually returned to you.

Overdue Debts and Judgments

The law allows us to use the money from any account held by the business to pay any overdraft or debt that the business owes us. This is called the "Right of Set-Off." In certain situations, we may also have the Right of Set-Off against your individual accounts. For example, we may debit the personal account of a general partner for an obligation owed to us by the partnership. We are not required to give you advance notice of our intent to exercise our Right of Set-Off; if we do take such action, we will notify you afterwards.

Dormant Accounts

Under abandoned property statutes, we must turn over to the state your checking, savings, or matured certificate of deposit accounts if you have not done at least one of the following during a specified period of time:

- Deposited or withdrawn funds or initiated another financial transaction.
- Signed our active account confirmation form.
- Written to us concerning the account.

A time deposit account that has not reached maturity is not considered inactive, but if the account renews automatically, it can become inactive on our records starting after the maturity date.

Please note that the period of inactivity for an account to be considered abandoned property differs by state. The laws of the state of your last known address determine the inactivity period and the manner in which your funds are transferred to the state. Please contact The CitiBusiness Service Center or your Branch if you would like specific information concerning the length of the inactivity period applicable to your account.

Accounts of Deceased Persons

In case of death of an account owner, we will continue to honor checks written on that account until we are notified of the death. Upon notification, we will block the account. By law, and/or our policy, certain documents must be presented to us before funds in such an account can be paid out and the account closed. Please contact the CitiBusiness Service Center at 877-528-0990 or your dedicated service specialist for further information on the type of documentation that would be needed in this situation.

FDIC Insurance

Your Citibank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

Legal Processing

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our Branches or offices, we may comply with it, even if it is served at a location other than where your account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of the account. In such case, we may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your account shall be subject to our right of setoff and security interest.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with our response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

Verifying Information

We may verify the information you give us when you open an account. In addition, you agree to allow us to answer any credit inquiries we may receive about your account from other financial institutions. In the event your account is closed for cause, Citibank may report this information, in accordance with applicable law, to a credit bureau.

Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information about you and any joint account owners or authorized signers on the account to a Consumer Reporting Agency. If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call CitiBusiness Service Center (see the back cover of this Manual for telephone numbers) or write to us at Citibank – Consumer Report Inquiry, P.O. Box 769004, San Antonio, Texas 78245-9989. We will review our files and respond to you in writing.

Our Relationship

The relationship created by any deposit shall be that of debtor and creditor. No fiduciary or other special relationship exists between us.

Indemnity and Limitation of Liability

You are solely responsible for the lawfulness and propriety of your account transactions. You agree to use your accounts solely for lawful and proper business, commercial and other legitimate non-consumer purposes in compliance with all laws applicable to your business and your account transactions (including without limitation and by way of example only, laws applicable to any payroll or similar checks drawn on any account of yours, and laws applicable to any special purpose account such as a trust, escrow, or security deposit account). You agree to indemnify Citibank, its shareholders, affiliates, directors, officers, employees, successors and assigns (collectively, the "Parties") and agree to hold the Parties harmless from and against any and all losses, payments, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, claims, actions and suits which the Parties or any of them may suffer or incur arising out of or in any way relating to, directly or indirectly, (i) your failure to furnish us any documentation in form and substance satisfactory to us, (ii) any misrepresentation made by you in connection with your application for any account or in connection with any account you open or maintain, (iii) any inaccuracy of any information provided to us by you or on your behalf, or (iv) our reliance on any agreement or representation made by you or on your behalf or any instruction or authorization issued by you or on your behalf, in connection with your application for any account or in connection with any account you open or maintain. This indemnification shall survive the closure of any account or sub-account you open or maintain.

Except as expressly prohibited by applicable law, neither Citibank nor you shall be liable to the other for any punitive, special, consequential, incidental, or indirect damages, even if the other party was aware of the possibility of such damages. Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid, or the face value of any transaction not properly credited or debited.

Governing Law

Accounts and services through Citibank are governed by federal law and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the state in which the branch for your account is located, unless a specific agreement states otherwise, or is provided under abandoned property statutes.

Foreign Account Tax Compliance Act (FATCA)

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

Resolutions of Disputes/Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT, BUSINESS CREDIT ACCOUNT OR BUSINESS CHECKING PLUS ACCOUNT AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. IT ALSO INCLUDES A WAIVER OF THE RIGHT TO TRIAL BY JURY.

Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us, or concerning your Citibank deposit account, Business Credit account or Business Checking Plus account, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration. Any claim or dispute relating to or arising out of your deposit, Business Credit account or Business Checking Plus account, this Manual, this Agreement, or your relationship or dealings with Citibank will be subject to arbitration ("Disputes"). All Disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank Banking Card/CitiBusiness Debit Card. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

Commencing an Arbitration. The party filing an arbitration must file it with the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. If you initiate the arbitration, you must notify us in writing at Citibank, C/O Legal Services Intake Unit, 701 E. 60th Street., N., Mail Code 1251, Sioux Falls, SD 57117. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for this forum, as well as additional information about initiating an arbitration by contacting the American Arbitration Association (www.adr.org) – (800) 778-7879 (toll free).

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all cost and fees from another party if the arbitrator, applying applicable law, so determines.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

JURY TRIAL WAIVER: FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH IRREVOCABLY AND VOLUNTARILY GIVING UP THE RIGHT TO TRIAL BY JURY.

CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND WE HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THESE RULES AND REGULATIONS, RELATING TO ANY DISPUTE BETWEEN YOU AND US OR ANY OF CITIBANK'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS WILL PROCEED SOLELY ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, AND YOU SHALL NOT SERVE AS A CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL WITH RESPECT TO ANY SUCH LITIGATION.

Resolution Of Disputes. You or we can require that any Disputes be resolved by binding arbitration. If neither you nor we decide to compel arbitration, then all claims and Disputes shall be resolved in court by a judge without a jury, as permitted by law.

Exception for claims brought in California state court: If a claim related to a Dispute is brought in a California state court, either you or we can elect to compel the other to have the claim resolved by general reference of the Dispute to a judicial referee under California Code of Civil Procedure Section 638, as provided below. The judicial reference or trial by a judge will take place solely on an individual basis without any joinder of multiple parties' claims or as a form of class or other representative action. A Dispute sent to judicial reference is heard by a single judicial referee, but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and Citibank. If you or we are unable to agree upon a referee within ten calendar days after one of us serves a written notice of intent for judicial reference upon the other, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the Dispute. This includes the applicability of this Resolution Of Disputes section and the validity of this Manual. Judicial reference will be governed by California Code of Civil Procedure Section 638 at seq. and the judicial referee will determine all issues in accordance with applicable law and the California rules of evidence. The judicial referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in court proceedings, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Section. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law had there been no referral.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship shall apply.

Severability, Survival. These arbitration and dispute resolution provisions shall survive:

- i. termination or changes to your deposit, CitiBusiness Checking Plus, CitiBusiness Safety Check or any related services we provide;
- ii. the bankruptcy of any party; and
- iii. the transfer or assignment of your deposit, CitiBusiness Checking Plus, CitiBusiness Safety Check or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not affect the validity of any other of its provisions. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

CitiBusiness Checking Accounts

Citibank offers checking plans that provide the extra convenience of 24-hour banking using your Citibank Banking Card/CitiBusiness Debit Card at any Proprietary Citibank ATM location and cash access at Network ATM machines worldwide. You can also apply for overdraft protection with our CitiBusiness Checking Plus line of credit (CitiBusiness Checking, CitiBusiness Streamlined Checking, CitiBusiness Flexible Checking, and CitiBusiness Interest Checking only) or sign up for CitiBusiness Safety Check overdraft coverage. See the "Overdraft Protection" section for information on CitiBusiness Checking Plus and CitiBusiness Safety Check.

Checking Account Plans

Citibank offers a variety of checking account plans to match your business needs, as listed below:

Non-Interest-bearing Checking Accounts

The following accounts are our core checking accounts and are all non-interest-bearing.

- CitiBusiness Checking
- CitiBusiness Streamlined Checking
- CitiBusiness Flexible Checking

Interest-bearing Checking Accounts

The following accounts are interest-bearing accounts: CitiBusiness Interest Checking, CitiBusiness Interest on Lawyer Account (IOLA), Interest on Lawyer Trust Account (IOLTA), and Interest on Trust Account (IOTA)

Important Information about Interest-bearing Checking Accounts

Citibank reserves the right, in its sole discretion, based upon its determination of market conditions, to discontinue paying interest on any interest-bearing accounts upon 60 days notice to you.

CitiBusiness Interest Checking

This demand deposit (DDA) checking account pays interest compounded daily, on the available funds in the account. Interest-bearing DDA accounts may differ from non-interest-bearing DDAs in regards to FDIC insurance coverage. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1- 877-275- 3342). In all other respects CitiBusiness Interest Checking operates like a non-interest-bearing checking account and is subject to the same terms and conditions.

CitiBusiness Interest on Lawyer Account (IOLA), Interest on Lawyer Trust Account (IOLTA), Interest on Trust Account (IOTA): This interest-bearing checking account is available to attorneys and law firms that receive and disburse qualified clients' funds. Like a CitiBusiness Interest Checking Account, it pays interest compounded daily on the available funds in the account. The interest earned is credited to the IOLA/IOLTA/IOTA account at the end of each month and is then transferred to the state IOLA/IOLTA/IOTA Fund after fees, as applicable, have been deducted. We reserve the right to require seven days advance notice in writing before permitting a withdrawal from this account. Citibank is required by law to reserve this right but does not presently exercise it. In all other respects, the account operates like a CitiBusiness Interest Checking Account and is subject to the same terms and conditions.

Note: Attorneys may also open other escrow accounts, including Interest Checking Accounts.

Rates for CitiBusiness Interest Checking, IOLA, IOLTA and IOTA Accounts: Interest rates and Annual Percentage Yields are determined by Citibank and can change at any time. For current interest rate and annual percentage yield information, see our Interest Rate sheet for CitiBusiness products.

- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. This date will be no later than the second business day after the business day the check deposit is received. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for a leap year.
- Interest is compounded daily and credited to your account after the close of business on the last business day of your statement cycle, after deducting any amount which we may be required by law to withhold for income tax purposes. If the account is closed before the date interest is credited, interest will be paid up to, but not including, the closing date of the account.

For IOLA/IOLTA/IOTA accounts opened in California and Florida, interest rates will adjust during the statement cycle based on your balances on deposit. The same rate may be assigned to more than one balance range. The following are the current balance ranges as applicable by location.

Location	Balance range
Illinois and Nevada	\$0 and up
New York and Texas	\$0-\$99,999.99 \$100,000 and up
California	\$0-\$24,999.99 \$25,000-\$49,999.99 \$50,000 and up
Florida	\$0-\$99,999.99 \$100,000-\$249,999.99 \$250,000-\$2,499,999.99 \$2,500,000 and up
Connecticut and New Jersey	\$0-\$24,999.99 \$25,000-\$99,999.99 \$100,000 and up
Washington, DC	\$0-\$99,999.99 \$100,000-\$249,999.99 \$250,000-\$999,999.99 \$1,000,000.00 and up

Managed Account Services

Products designed to support the needs of the legal community, title and escrow companies, real estate or property management firms and other qualified businesses that either hold escrow funds or must segregate funds belonging to third parties on whose behalf professional services are provided (each, a “Client”). All products are intended for businesses that are required by law and/or generally accepted accounting principles to segregate funds taken in as part of a normal course of business. These products consist of a single Control Account established in your name and one or more linked Client sub-accounts opened in the name(s) of the Client(s) you designate. All accounts are subject to the terms and conditions specific to the account as detailed within this Manual.

Client sub-accounts can be non-interest-bearing checking, interest checking or insured money market accounts. For each sub-account, you will need to provide a Taxpayer Identification Number and tax certification from the client that is the beneficial owner of the funds.

CitiEscrow Account

A product intended for attorneys to support compliance with applicable state laws governing administration of Client trust funds. The Control Account can be designated as an IOLTA/IOLA/IOTA or non-interest-bearing checking account. Interest-bearing Client sub-accounts can also be designated as IOLTA/IOLA/IOTA.

Deposit Administrator Account

A product intended for businesses that utilize transaction and cash management services while allowing for the segregation of funds owned by various Clients or allocated to internal divisions within your business. The Control Account is designated as a non-interest-bearing checking account.

Security Deposit Account

A product intended to hold and segregate tenant funds maintained as a rental security deposit. The Control Account is a non-interest-bearing checking account with linked Client sub-accounts that allow for the calculation and payment of security deposit interest to tenants and the collection of landlord fees related to security deposits as allowed in certain markets.

TERMS AND CONDITIONS

These terms and conditions govern both your Control Account and each of the Client Accounts linked to the Control Account.

Authorization: You represent, warrant and covenant to Citibank that (i) you are duly authorized to open and operate each Client Account, (ii) each Client Account is and will be opened and operated in accordance with the agreements entered into between you and your Client in connection with a service you are performing for such Client, or if applicable, for the internal management of your own business (collectively, the “Transaction”), (iii) before opening any related Client Account, you will have obtained from all necessary parties the required authorization to open and operate said account, including proper authorization to make each deposit and withdrawal and to provide tax certifications signed by an authorized representative of each Client, (iv) and if you are acting as a fiduciary for the Client, either by agreement or operation of law, that a) you are complying and will continue to comply with all laws and regulations concerning the fiduciary relationship between you and each Client; b) you have advised each Client of all Citibank fees and other expenses that may be charged to the Client Account or may otherwise be deducted from such Client’s funds, and c) you further represent and warrant that the fiduciary relationship between you and each Client does not give rise to any restrictions or prohibitions against charging such fees and other expenses to each Client.

You further covenant that you will promptly furnish to Citibank such documentation concerning the Transaction, as requested by Citibank, in form and substance satisfactory to it, including, without limitation, (i) agreements or other documentation evidencing your authority to open and operate your Control Account and any related Client Account and, as may be applicable, to act as a fiduciary for each Client, and (ii) for Transactions other than those operated by you for internal business management, agreements between you and each Client disclosing, in form and substance satisfactory to Citibank, any fees or expenses that Citibank may charge to the applicable Client Account or that may be otherwise deducted from such Client’s funds.

Citibank NOT Acting as Escrow Agent: You understand and acknowledge that Citibank is not acting as an escrow agent or in any other fiduciary capacity with respect to your Control Account or any related Client Account.

Disputes with respect to Funds in Control or Client Account: Citibank shall have no responsibility for any dispute between you and any Client or any third party with respect to the funds deposited in either the Control Account or any Client Account. If you are a partnership, these terms shall remain in full force and effect despite changes in the parties comprising your partnership. The term "you" shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability. Citibank may require new partners to execute documentation relating to the accounts.

Client Account Tax Information: For each new Client Account, you shall provide to Citibank, within documentation required by Citibank and signed by an authorized representative of the Client, the name and taxpayer identification number of the party on whose behalf the account is being opened. You understand that if you fail to do so, the Client Account will be subject to backup withholding. Any type of Client Account could be subject to backup withholding under certain circumstances.

Account Statement: Citibank will provide you with monthly statements, which will show the current balance as of the date of the statement of your Control Account and each existing Client Account, and all financial activity for each such account during the month covered by the statement.

Representations: With respect to any funds deposited in either the Control Account or any Client Account that belong to a Client, you represent to Citibank that: (a) you are authorized by each Client to benefit from the use of any associated earnings credit and receive any other financial benefit from Citibank; (b) with respect to a Security Deposit Account, you are authorized to receive an administrative fee from your Client (where allowed by local law); (c) you are authorized to permit Citibank to offset fees due to Citibank from you against funds deposited in either the Control Account or any Client Account and (d) your use of the earnings credit and your authorization to Citibank to assess bank fees against funds deposited in either the Control Account or any Client Account and your receipt of any administrative fee will not violate any contract, law, or regulation.

Opening an Account

General CitiBusiness Checking Account Information

Checkbook, Checks and Deposit Slips: When you open your account you can order checks through us (including checks that are compatible with accounting software packages). When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. The cost in ordering through Citibank varies depending on the style and quantity you select and includes postage and handling. We will automatically deduct the amount from your account balance after your check order is processed.

If you choose to use an independent supplier for your printed checks, the checks must conform to specifications published by American National Standards Institute (ANSI) Committee X9AB. In addition, we may refuse to accept or process checks provided through an independent supplier unless we have approved those checks in advance. You are responsible for ensuring that magnetic ink character recognition (MICR) is properly encoded on those checks. You are also responsible for ensuring that the payee/business client name and address information matches the current full legal account name on bank records for your account. We reserve the right to return unpaid any check that is not properly MICR encoded and you agree that we will not be liable for any losses resulting from nonpayment of any such check. We also reserve the right to assess a fee to cover the cost associated with the manual processing of checks that have not been properly MICR-encoded.

Account Reports: When you open a checking account, we may obtain a report from a reporting agency regarding your past handling of checking accounts. We will also report to such agencies information about Citibank checking accounts that have not been handled properly. Upon request, we will give you the name of any agency that we have used.

Account Cycle: To operate your account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a "month" or "months" in this Manual. Your service charges will be calculated based on a calendar month, however, they may appear on the following monthly statement.

Account Activity Information

Monthly Statements: Each month we will mail you a statement recording all activity in your checking account for the statement period. It will include:

- Your balance on the statement date.
- An itemized listing by date of all of your deposits, transfers, automatic transfers, withdrawals and any service charges to your account.
- Digitized images of your cancelled checks, if requested, with an itemized listing, usually in numerical sequence.
- If you also have CitiBusiness Checking Plus, your CitiBusiness Checking Plus account information will be included on your monthly statement.
- A monthly statement will not be sent for accounts that have no balances and no activity.

You can see your account activity as far back as 3 months for credit transactions and 18 months for debit transactions anytime at a Proprietary Citibank ATM. You can also obtain account information from any telephone with our CitiBusiness Service Center (available Monday-Friday, 7 AM to 11 PM Eastern Standard Time; Saturday-Sunday, 9 AM to 5:30 PM Eastern Standard Time), at ATM network machines, and on CitiBusiness Online. See the "Citibank Banking Card" section on page 37 for details on account information available to you.

Monthly Service Charge: Any service charges and fees associated with your CitiBusiness Checking Account will be in accordance with our current fee schedule.

CitiBusiness Savings, IMMA and CDs

This section provides specific product information about CitiBusiness Savings, CitiBusiness Insured Money Market Accounts (IMMAs), and Certificates of Deposit (CDs), as well as general information about all of our savings products.

The CitiBusiness Savings account has no term and no maturity date, and you can deposit or withdraw at any time. However, there are some restrictions on transfers imposed by federal banking regulations.

Our CitiBusiness Insured Money Market Account pays variable rates subject to balance requirements based on money market conditions. Like our CitiBusiness Savings account, there is no maturity date and there are some restrictions on transfers imposed by federal banking regulations.

Certificate of Deposit Accounts generally pay higher interest rates than the CitiBusiness Savings account. However, you must agree to leave your money on deposit for a specific length of time. The interest rate depends on the term of the account and remains fixed until the account matures.

Important Information about Interest on CitiBusiness Savings, IMMA and CDs

Citibank reserves the right, in its sole discretion, based upon its determination of market conditions, to discontinue paying interest on your CitiBusiness Savings, IMMA or CD.

If Citibank elects to discontinue paying interest on your CitiBusiness Savings, IMMA or CD, we will provide you at least 60 days prior notice. With respect to any CD, such change in interest rate will not take effect until the first renewal date after we have provided you with 60 days notice.

CitiBusiness Savings Account

Listed below are terms and conditions of our savings plan.

Account Cycle: To operate your account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a “month” or “months” in the following terms and conditions.

Account Activity Information

Statement Accounts: For CitiBusiness Savings, we will mail you a statement recording all activity for the statement period. If you have a CitiBusiness Savings account with no activity and no balances, you will not be sent a statement.

Interest Rates and Calculations for CitiBusiness Savings Accounts: Interest rates and Annual Percentage Yields are determined by Citibank and can change at any time. For current interest rate and annual percentage yield information, see our Interest Rate sheet for CitiBusiness products.

- We use the daily balance method to calculate interest on this account. This method applies a daily periodic rate to the balance in the account each day. We will compound your interest daily, using a 365/366 (leap year)-day basis and computing interest from the business day of deposit up to, but not including the business day of withdrawal, provided your account is open when the interest is credited.
- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We will credit the interest to your account at the end of your statement period after deducting any amount which we may be required by law to withhold for income tax purposes. Interest of \$1.00 or more will be credited at the time the account statements are issued even if the principal balance is zero. If the account is closed before the date interest is credited, you will forfeit all interest for that statement period.
- CitiBusiness Savings pays a variable rate, depending on the interest rate environment. Rate changes can take effect any time. The same interest rate may be assigned to more than one balance range.

For CitiBusiness Savings accounts opened in the New York area, Connecticut and New Jersey, your rate will adjust during the statement cycle based on your balances on deposit. The same rate may be assigned to more than one balance range. The following are the current balance ranges as applicable by location:

Balance Ranges for CitiBusiness Savings Accounts

Location	Balance range
Connecticut, New Jersey and New York	\$0-\$99,999.99 \$100,000.00-\$249,999.99 \$250,000.00 and up
California, Florida, Illinois, Maryland, Nevada, Texas, Virginia and Washington, DC	\$0 and up

Monthly Service Charge: Any service charges and fees associated with your Savings account will be in accordance with our current fee schedule.

Limits on Transfers: The maximum number of pre-authorized transfers permitted from Savings is six per calendar month (See “Limits on Transfers” on page 31 for further details).

Notice Requirement: As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Savings account. However, we do not presently exercise it.

CitiBusiness Insured Money Market Account

Listed below are the terms and conditions of our Insured Money Market Account.

Account Cycle: To operate your Account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a “month” or “months” in the following terms and conditions.

Account Activity Information

Statement Accounts: For CitiBusiness IMMA Accounts we will mail you a statement recording all activity for the statement period. If you have a CitiBusiness IMMA account with no activity and no balances, you will not be sent a statement.

Interest Rates and Calculations for IMMA: Interest rates are determined by Citibank and can change at any time. The same interest rate may be assigned to more than one balance range. For current interest rate information, see our Interest Rate sheet for CitiBusiness products.

- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for a leap year.
- Interest is compounded daily and credited to your account after the close of business on the last business day of your statement cycle, after deducting any amount which we may be required by law to withhold for income tax purposes. If the account is closed before the date interest is credited, interest will be paid up to, but not including, the closing date of the account.

The same rate may be assigned to more than one balance range.

Balance Ranges for CitiBusiness Insured Money Market Accounts

Location	Balance range
All Markets	\$0-\$24,999.99
	\$25,000-\$49,999.99
	\$50,000-\$99,999.99
	\$100,000-\$499,999.99
	\$500,000-\$999,999.99
	\$1,000,000-\$9,999,999.99
	\$10,000,000 and up

Monthly Service Charge: Any service charges and fees associated with your IMMA will be in accordance with our current fee schedule. Please refer to the CitiBusiness Schedule of Standard Fees and Charges brochure.

Limits on Transfers

The maximum number of pre-authorized transfers permitted from IMMA is six per calendar month. Notice Requirement: As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Savings account. However, we do not presently exercise it.

CitiBusiness Certificates of Deposit Accounts

Citibank offers a choice of Certificates of Deposit with various lengths of terms. See the Chart on pages 22 and 23 for a complete list.

Definitions: The Opening Deposit, Term and Maturity Date of this account are specified on your Certificate of Deposit statement. If your account has been renewed, these words will refer to the Opening Deposit, Term and Maturity Date of the renewed account.

Statements: You will receive a monthly statement.

Rate Information: For current rates and annual percentage yields on CDs, see our Interest Rate sheet for CitiBusiness products. Your Annual Percentage Yield assumes your interest earned remains on deposit until maturity. A withdrawal of interest will reduce earnings on this account.

Interest Computation: We use the daily balance method to calculate interest on CDs. This method applies a daily periodic rate to the balance in the account each day. Interest will be paid on a 365/366 (leap year)-day basis from the date of deposit up to the date of withdrawal. Interest is compounded daily and is computed for the actual number of days funds have been on deposit. Interest will be credited to your account monthly or at maturity depending on the type of CD you have opened.

Deposits: Your minimum opening deposit varies by CD product (see the chart on pages 22 and 23). You can make additional deposits to your account in any amount, but only on a Maturity Date.

Renewal at Maturity: Your Certificate will renew automatically for succeeding terms of the same length, unless you withdraw your Deposit or we have received instructions in writing from you not to renew the Certificate or to renew it for a different term. Interest will be paid on the renewed Certificate at the rate being paid by us at the time of renewal on CitiBusiness Certificates of Deposit for similar amounts and maturities. We may cancel the right to renew this Certificate or amend these terms and conditions for any renewal period, by providing you with written notice at the address we have listed for you in our records.

Penalty-Free Withdrawal of Principal (Grace Period): For Certificates with terms of 30 days or longer, during the 7 calendar days following any Maturity Date, all or part of the amount on deposit may be withdrawn without incurring an early withdrawal penalty. Interest will be paid on the amount withdrawn from the last Maturity Date at our then current CitiBusiness CD rate.

Withdrawals Before Maturity: You have agreed to leave the principal of this Deposit in the account for the full term and for each full renewal term. Therefore, if all or any part of the principal of this Deposit is withdrawn before the initial Maturity Date (or the Maturity Date of any renewal period), we will charge a penalty before permitting the withdrawal. The early withdrawal penalty is described below. The principal of the Deposit may be reduced, if necessary to satisfy this penalty.

Early Withdrawal Penalty: The penalty on early withdrawal shall be an amount equal to the simple interest for a certain number of days, as shown in the chart on pages 22 and 23, on the principal withdrawn at the rate then being paid on the deposit. No penalty is charged for withdrawal following death or determination of incompetence of an account owner. For CDs that pay interest monthly, the penalty is calculated on the principal amount withdrawn. However, we generally do not allow partial withdrawals of principal.

CitiBusiness Certificates of Deposit

CD Description	7-Day	14-Day	CD (short-term)
Term of Account	7 days	14 days	1, 2, 3, 6 months
Automatically Renewable	Yes	Yes	Yes
Minimum Opening Deposit	\$10,000	\$10,000 ¹	\$10,000 ²
Additional Deposit	On Maturity Date	On Maturity	During Grace Period ³
Rate set by Bank	Yes	Yes	Yes
Rate Fixed for Term	Yes	Yes	Yes
Daily Compounding	Yes	Yes	Yes
Interest Credited	At Maturity	At Maturity	At Maturity or Monthly
Available for Transfer*	At Maturity	At Maturity	At Maturity or Monthly
Penalty-Free Withdrawal of Principal (Grace Period)	Maturity Date plus 1 business day	Maturity Date plus 1 business day	Maturity Date plus 7 business days
Penalty for Early Withdrawal of Principal (simple interest assessed on amount withdrawn, unless otherwise noted)	7 days interest	14 days interest	30 days interest
Monthly Statement	Yes	Yes	Yes
Special Features	If interest at maturity is selected then tax reporting of interest in year of maturity only		
Availability of Account by Marketplace	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC The 1 Month term is not available in Illinois.

* For all accounts interest is always available for transfer at maturity. For all accounts except Short Term CDs with Interest At Maturity, posted interest is available prior to maturity.

** 1 calendar day for terms fewer than 31 days and 7 calendar days for terms more than 31 days.

*** 30 days interest for variable term CDs with terms of 30 plus days. For CDs with terms fewer than 30 days, the penalty is equal to the simple interest for the number of days that match the duration of the CD.

¹ The minimum opening deposit for this account in California/Nevada is \$25,000

CD (short-term)	Variable Term CD	CD (long-term)	CD (long-term)
9 months	Variable 7-365 days	18 months	1, 2, 3, 4, 5 years
Yes	Available in Texas and New York only	Yes	Yes
\$10,000 ²	\$10,000	\$10,000 ²	\$10,000 ²
During Grace Period	During Grace Period	During Grace Period	During Grace Period
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
At Maturity or Monthly	At Maturity or Monthly ⁴	Monthly	Monthly
At Maturity	At Maturity	Monthly	Monthly
Maturity Date plus 7 business days	Maturity Date plus 1 or 7 business days**	Maturity Date plus 7 business days	Maturity Date plus 7 business days
30 days interest	Up to 30 days interest***	90 days interest	1-2 yr CD, 90 days interest 3-4 yr CD, 180 days interest 5 yr CD, 270 days interest
Yes	Yes	Yes	Yes
Tax reporting of interest in year of maturity only	Withdrawals reducing principal below \$100,000 are not allowed		
Florida and Illinois	Texas ⁵ and New York ⁵	California, Florida, Illinois, Nevada and Texas	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC

² Where available, the minimum opening deposit for this account in California/Nevada is \$1,000, and in Illinois is \$2,500.

³ For terms equal to or less than 30 days, additional deposits may be made at maturity only.

⁴ Interest is credited at maturity only for variable term CDs with terms less than one month. For variable CD terms longer than one month, interest is credited monthly unless you have requested posting at maturity for CDs with terms greater than one month.

⁵ Available for use in all markets by Public Fund entities.

Overdraft Protection

This section outlines two Citibank services that are designed to provide you with overdraft protection, as well as access to uncollected funds in your checking account. Enrollment is not automatic. Ask a CitiBusiness Specialist for enrollment information.

Termination: We reserve the right to withdraw these services at any time, or to change rules governing these services upon notice to you. We also reserve the right to terminate your participation in these services for any reason, including an overdue payment to your CitiBusiness Checking Plus account.

CitiBusiness Safety Check

CitiBusiness Safety Check covers overdrafts by transferring funds from your linked CitiBusiness IMMA or CitiBusiness Savings account to your CitiBusiness Checking account. CitiBusiness Safety Check will not permit you to get cash or make transfers between accounts if there are insufficient funds in your checking account.

The linked contributing account also covers the use of deposited funds that are not yet available in the checking account. For CitiBusiness Safety Check, you can link either your CitiBusiness IMMA or CitiBusiness Savings account as the contributing account.

How CitiBusiness Safety Check Works

Contributing Accounts: When you sign up for CitiBusiness Safety Check, you may select one account you maintain at Citibank as your "Contributing Account." It can be either a CitiBusiness Savings account or a CitiBusiness Insured Money Market Account (IMMA). Certificates of Deposit are not eligible Contributing Accounts. Only available funds in your Contributing Account can be used for CitiBusiness Safety Check coverage.

When CitiBusiness Safety Check is used to cover your use of deposited funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

When CitiBusiness Safety Check is used to cover an overdraft in your checking account, an amount necessary to cover the overdraft will be transferred from your Contributing Account. A transfer fee as more fully described below will apply when the service is used to cover an overdraft.

Transfer Maximums: Transfers are limited to the total available funds in the Contributing Account. If one or more transactions causes your checking account to have a negative available balance on a given day, and if you have available funds in your Contributing Account to cover them, only one overdraft transfer and fee will be processed for the total amount transferred to cover the transactions.

Federal regulations require Citibank to limit the total number of certain kinds of transfers (including CitiBusiness Safety Check transfers) from your Contributing Account. The total permitted from Savings is six per calendar month; the total permitted from CitiBusiness IMMA is six per calendar month. For details, see the "CitiBusiness Savings, IMMA and CDs" section on page 18. If the total number of transfers has reached the applicable monthly limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

Transfer Fee: There is a fee to cover an overdraft (see the "CitiBusiness Schedule of Standard Fees and Charges" brochure). The transfer fee will also be listed in your monthly statement.

CitiBusiness Checking Plus

CitiBusiness Checking Plus is a revolving line of credit that is attached to your checking account for availability of funds and overdraft protection. With CitiBusiness Checking Plus, you can withdraw funds or write checks for more than the available balance in your checking account – up to the amount available in your CitiBusiness Checking Plus line. CitiBusiness Checking Plus will give you immediate access to funds you deposit into your checking account.

How CitiBusiness Checking Plus Works

Your CitiBusiness Checking Plus line may be used to cover overdrawn balances in your checking account. This will result in an advance under your line for which a finance charge will be assessed in accordance with your CitiBusiness Schedule of Standard Fees and Charges.

Your CitiBusiness Checking Plus Line may also be used to cover your use of funds in your checking account that are not yet available (uncollected). For example, if you have \$1,500 available in CitiBusiness Checking Plus and you deposit a \$1,000 check at a Proprietary Citibank ATM you can withdraw funds from that deposit instantly-even if your available balance in your checking account was zero at the time you made the deposit. Your CitiBusiness Checking Plus line will be reduced by the amount utilized to cover your use of the uncollected funds, but no actual advance under your line will occur and no finance charge will be assessed under your CitiBusiness Schedule of Standard Fees and Charges.

CitiBusiness Checking Plus overdraft protection is subject to credit approval. For further information, or to apply, please contact your Relationship Manager, the CitiBusiness Service Center or a Branch.

Citibank’s Standard Funds Availability Policy (All Marketplaces)

This section will help you determine when funds from deposits to your checking, savings and money market account will be available for withdrawal. Citibank’s Standard Funds Availability Schedule describes the maximum time period it will take for your check deposits to become available for withdrawal. This section also describes certain types of deposits that are given special availability.

General Information

Determining the Effective Date of your Deposit: A business day is any day of the week that is not a Saturday, Sunday or bank holiday. Transactions you initiate on a non-business day will be considered to have an effective posting date of the following business day. The end of business day varies among our Branches. The end of business day is posted at each Branch. If you make a deposit after the close of a business day or on a weekend or holiday, your deposit will be considered received on the next business day. Please note that the end of business day for transactions done at Proprietary Citibank ATMs may be different than transactions done in a branch.

Night Depository. Deposits made at a night depository after the posted cut-off time or on a non-business day will be considered received on the next business day.

Lock Box Deposits. A deposit received in a lock box is considered made on the day we receive it for processing.

Remote Check Deposits. Deposits made through Remote Check Deposit after the local time indicated in your Remote Check Deposit Agreement will be considered received on the next business day. Local time is based on the location of your account’s Home Branch.

Deposits Made at an ATM.

Deposits made at a Proprietary Citibank ATM after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on a non-Business Day will be considered received on the next Business Day.

PLEASE NOTE: If you make a deposit in a branch, or at a Citibank ATM in California or Nevada and the branch where your account is domiciled is not located in either of those states, we will treat your deposit as being received on the next business day.

Deposits by Mail. A deposit received by mail is considered made on the day we receive it for processing.

Deposits Subject to Verification. All deposits accepted from you are subject to verification. Your account is credited for the amount shown on your deposit slip. Adjustments for errors in addition or subtraction may be posted to your account. Your account also may be adjusted for items you have in your deposit that we determine require special handling (for example: verification of prior endorsements).

Holds on Other Funds. If we cash a check for you that is drawn on another bank, and the amount of the check you cash is not entitled to same day availability in accordance with our general policy, we will place a hold on funds already in your account for an amount of the check you have cashed.

Citibank’s Right to Chargeback. Citibank’s policy on availability of funds from checks that you deposit will not affect your obligation to repay Citibank for any check that you deposit that is not paid, nor will it affect Citibank’s right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

Saturday Availability. You will notice that “business days” are used to calculate the time it will take for your deposited funds to become available for withdrawal. An exception occurs when you deposit funds that would, according to these schedules, become available on Monday. For your convenience, Citibank will make those funds available for withdrawal on Saturday.

Changes to Our Policy. We will notify you of any change(s) to our Funds Availability policies as required by applicable law.

Standard Funds Availability Schedule

The following schedule and information applies to all check deposits not subject to the “Special Availability of Certain Deposits” section, shown below.

The second column in the schedule shows the number of business days (after the business day of deposit) that it will take for check deposits of \$100,000 or less to become available for withdrawal. The third column shows the number of business days (after the business day of deposit) that it will take for check deposits in excess of \$100,000 to become available for withdrawal. When you make a deposit or multiple check deposits in the course of a business day totaling more than \$100,000, the portion in excess of \$100,000 will likewise be available based on the third column. Any time you deposit two or more checks totaling more than \$100,000, the check or checks with the fastest availability will be allocated to the portion of your deposit below \$100,000.

Location	Deposits of \$100,000 or less	Deposits of more than \$100,000
Texas	1 business day	2 business days
All other markets	2 business days	3 business days

The First \$200. The first \$200 of your total business day’s check deposits is available on the business day after the business day of deposit, unless made with a teller in which case it is available immediately.

Special Availability of Certain Deposits

- U.S. Treasury Checks; Federal Reserve Bank Checks; Federal Home Loan Bank Checks; U.S. Postal Money Orders and Cash Deposits.** Funds from these deposits are available on the next business day after the business day of deposit, unless made with a teller in which case they are available immediately.
- Direct Deposits and Wire Transfers.** Deposits made electronically, such as directly deposited Social Security payments and wire transfers, are available on the same business day we receive them.
- State and Local Government Checks; Cashier’s Checks; Teller’s Checks; Certified Checks; Travelers Checks.** Funds from these deposits are available on the next business day after the business day of deposit, unless made with a teller in which case they are available immediately. You must follow the special deposit procedures described below to obtain immediate availability.
- Citibank, N.A. checks drawn on a U.S. Citibank branch.** Funds from these deposits are available on the next business day after the business day of deposit unless made with a teller, in which case they are available immediately. There must be available funds in the maker’s account at the time of deposit.

Special Deposit Procedures. You must utilize the following procedures to receive immediate availability for deposits of State and Local Government Checks, Cashier’s Checks, Teller’s Checks, Certified Checks and Traveler’s Checks: You must take your check deposit to a Teller and advise the Teller that you have a check eligible for immediate availability.

Exceptions to Citibank's Standard Funds Availability Policy

New Clients. You are considered a new client if you have not had a deposit account at Citibank for at least 30 days prior to your opening the account. For the first 30 days your new account is open, the following exceptions to Citibank's funds availability policies and schedules apply:

1. You will be entitled to all the benefits described in the "Special Availability of Certain Check Deposits" section of this brochure.
2. For check deposits not entitled to special availability your deposit will become available on the 3rd business day after the business day of deposit in Texas, or the 4th business day after the business day of deposit in all other markets.

Collection Items. We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service. Please refer to the Schedule of Standard Fees and Charges brochure.

Checks That May Not Be Collectible. Occasionally, a check is given to Citibank, which we decide not to accept for deposit or payment because we doubt the collectability of the funds. When this happens we will return the check to you or, if you request, send the check out for collection. On other occasions, we will learn that a check we have accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Foreign Checks: Checks in major currencies drawn on banks outside the United States are normally sent out for collection. We will make the funds available to you after we have received payment from the bank on which the check is drawn.

Events Beyond Our Control. In the event that we are unable to conduct business due to an interruption of communications or computer or other equipment facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid. We reserve the right to extend the time within which these checks become available.

Overdrafts. We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Double-Endorsed Checks. When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

Account Transactions

Account Transactions apply to all CitiBusiness Checking Accounts, CitiBusiness Savings accounts and CitiBusiness IMMAs unless otherwise noted.

Deposits

Location: You can make deposits –

- During regular banking hours, by going to a teller or using our Deposit/Payment Express boxes.
- With a Citibank Banking Card/CitiBusiness Debit Card at any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week. No envelope is required, simply follow the directions on the ATM screen to insert your check or cash deposit. When your transaction is complete, you will receive a transaction record that contains an image of the check(s) or the cash accepted.
- By Night Deposit bags at your Branch where your account is held.
- By mail.
- If you have enrolled, checks can be deposited electronically through our internet-based Remote Check
- Deposit service.
- Funds can also be deposited to your accounts by electronic transfers.

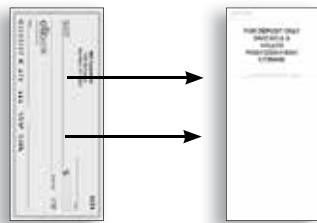
Deposits Subject to Verification/Count

All deposits of check, coin and currency are accepted subject to verification. When Citibank accepts your deposit at any Citibank location, we will credit your account for the amount shown on your deposit ticket. The amount credited to your account for your deposit, regardless of whether such funds are made available for withdrawal, is provisional and subject to adjustment by Citibank to the extent that Citibank determines that the amount of the deposit differs from the amount of the deposit as stated by you on your deposit ticket. Citibank's count of the deposit shall be conclusive and binding.

Pick-ups and deposits of checks, currency and coin can be made by anyone authorized in your Business Banking Resolution, or your authorized agent. We may, without liability, require evidence of authority acceptable to us.

Deposit Slips: We may require you to complete a deposit slip and include it with each deposit. Deposit slips are available at all Branches.

How to Endorse Your Check Deposits: To ensure that your check is processed without delay, it must be correctly endorsed. When you deposit a check, we ask you to endorse it with your endorsement stamp, including your account number, on the back. The diagram below shows where your endorsement stamp or signature must be placed.



The area allocated for your stamp or signature is on the back of the check, within 1 1/2" from the "top" edge (as shown in the diagram). Turn the check over and apply your endorsement stamp where indicated. The portion of the check that is not reserved for your endorsement must remain blank to allow other information to be added during the check collection process. This information must be legible in order to properly process the check. Please be sure not to make any additional marks or notations on the portion of the check that must be left blank.

Endorsement Stamp Specifications: To ensure that your endorsement complies with banking regulations, your endorsement stamp should conform to these standards:

- The size of the stamp should be no larger than 2" wide by 1-1/2" high.
- Citibank's 9-digit ABA number (as printed on the front of your check) must appear on both sides of the endorsement stamp. Type size should be at least 1/8" high. Citibank's ABA number must appear as shown on your check.
- The words "For Deposit Only" should appear along the top edge and the words "Citibank, N.A." should appear along the bottom edge.
- Your account title and complete account number should be printed clearly in the middle of the stamp. Please do not include your Branch number.

Citibank will not be responsible for any loss if your check is improperly endorsed.

Returned Checks: If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your account balance and return the check to you. There will also be a service charge.

We may, at our discretion, refuse to accept funds for deposit to your account for any reason including, but not limited to, checks that have not been properly endorsed or checks with multiple payees or endorsements. In accepting a check for deposit to your account, we may supply your missing endorsement.

Deposited Checks Lost in Transit: When you deposit cash or a check with us, we become your agent for the purpose of obtaining payment of the check. We may reverse the credit we gave you for any check you deposited or charge your account for any check you cashed if the check is not paid because it is lost or destroyed after it is out of our possession. Whether or not we reverse the credit, you agree to assist us in collecting the amount of any lost or destroyed items by providing us with such information, photocopies and other assistance as we request.

ACH Provisional Credits

Credit for an ACH transaction is provisional until the receiving financial institution obtains final settlement via the Federal Reserve Bank. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

If we give you provisional credit for an ACH transaction, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Transfers

You can transfer funds between certain linked accounts at any Proprietary Citibank ATM, by calling our CitiBusiness Service Center, and through CitiBusiness Online.

Automatic Transfers: You can arrange for us to make automatic transfers between accounts. The minimum amount for each transfer is \$10, and transfers can be arranged on a weekly, every other week or monthly basis. All CitiBusiness checking accounts, CitiBusiness Savings and CitiBusiness IMMA's permit automatic transfer withdrawals and accept automatic transfer deposits. You can also pay loans to your Business Credit Account and CitiBusiness Checking Plus with automatic monthly transfer payments from your CitiBusiness checking, IMMA or Savings account.

Canceling an Automatic Transfer: You can cancel an automatic transfer by visiting any Branch, calling us at the number listed on your statement, or by writing to us at the Client Service address that appears on your statement. We must receive your instructions at least three business days before the transfer is to be made.

Limits on Transfers: Federal regulations require us to limit the number of transfers of the following types from CitiBusiness Savings and CitiBusiness IMMA accounts: checks you write, automatic transfers (including Safety Checks transfers); recurring payments you set up in advance; payments and transfers you authorize using a telephone or personal computer, and transfers to third-party institutions requested at an ATM (i.e. transfers at an ATM for mortgage and/or credit card payments).

The maximum number of these transfers that you can make is six (6) per calendar month. If you have reached this limit, we reserve the right to refuse to process such a transfer. If this limit is exceeded three times in a twelve-month period, we will, in our sole discretion, either restrict access to your account, close your account, or transfer the funds in the account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity.

Wire Transfers

The following terms apply to domestic or international transfers of funds initiated at or through a Citibank Branch or through CitiBusiness Online. Please also refer to any funds transfer agreement you may receive when you initiate such a request. Wire transfers initiated through CitiBusiness Online are also subject to the separate terms and conditions provided to users of that service including those posted online within the web site. Those terms and conditions will supersede any conflicting terms set forth in this Manual.

Debit Authorization: When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order.

In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number.
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer.
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not Citibank's.

International Transfers: For funds transferred to beneficiaries and beneficiary banks in other countries, we will require that you specify the currency of the wire transfer. If you request the funds to be sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. If you request the wire be sent in the currency of the destination country, we will normally convert the funds at the current Citibank currency conversion rate.

The local bank may charge a fee for currency conversion. The actual amount the beneficiary receives may be reduced by charges imposed by the beneficiary bank or a correspondent bank, including charges for exchange of currency.

An international transfer of funds into your account may be reduced by fees imposed by the sending bank or by any correspondent bank. Unless you advise us otherwise, we may charge your account to pay for fees imposed by beneficiary or correspondent banks or instruct such banks to obtain payment of these charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us. In some instances we may also act as the correspondent bank.

In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at the current Citibank conversion rate. Citibank's conversion rate for both outgoing and incoming foreign funds transfers includes a commission for the conversion service.

Security Procedures: When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. The procedure depends on the means by which you provide instructions to us. The procedure may entail a telephone call back when your funds transfer order exceeds a predetermined dollar threshold. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

Claims: You have the responsibility to let us know of any error, delay or other problem with your funds transfer within 30 days from the date you receive notification that we have transferred the funds. In the event of an error or delay with respect to your funds transfer caused by Citibank, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by Citibank shall be at Citibank's savings account rate. If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

Delays or Non-Execution of Transfers: We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

Canceling or Changing a Transfer: If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. Citibank and/ or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. Citibank will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

Rejecting a Transfer Request: We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account. We may reject the order if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" on page 33 for other reasons we may reject a funds transfer request.

Cut-Off Time for Executing Your Transfer Request: If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check your local Branch for cut-off hours), your order may not be processed until the next business day.

Incoming Funds Transfers: You agree that Citibank will not send you a separate credit advice at the time an incoming funds transfer is credited to your account. Notice of incoming funds transfer to you will be deemed to have occurred when you receive your periodic bank statement containing a credit to your account for the funds received. Also, you can call the CitiBusiness Service Center or your dedicated service specialist when applicable to determine if a transfer has been credited to your account or check CitiBusiness Online for same day information.

Withdrawals

At a Branch: You can withdraw up to your available balance by cashing a check or making a withdrawal. You may be requested to present identification.

Withdrawals at a Proprietary Citibank ATM: You can use your Citibank Banking Card/CitiBusiness Debit Card to withdraw cash from your available balance at any Proprietary Citibank ATM location, 24 hours a day, seven days a week. Cash access is also available at Network ATM machines worldwide. There is a daily limit of up to \$1,000 per business card per day for Citibank ATM location withdrawals. We may change these limits from time to time and at anytime based on security issues and other factors. See "Cash Withdrawal" on page 39 for more details.

At Network ATMs: With your Citibank Banking Card/CitiBusiness Debit Card, you can get cash and account information. Participating Network cash machines may impose other withdrawal limits. For additional information on network cash transactions, see "Network Charges" on page 41 for more details.

Withdrawal Refusals: In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common reasons we refuse withdrawal requests:

- If the funds you wish to withdraw are not yet available (see "Citibank's Standard Funds Availability Policy" on page 26).
- If there are insufficient funds in your account.
- If you use a type of check not acceptable to us.
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our CitiBusiness Safety Check service.
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit.
- If the account is pledged as collateral for a loan.
- If we have been ordered by a court or other legal process not to permit the withdrawal.
- If you do not present us with appropriate identification or any other information that we may require.
- If we are aware of any dispute relating to the account.
- If we have some suspicion of fraud, irregularity or illegality.
- If we have placed a block on your account at your request.

Notice Requirement: As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Interest Checking NOW, CitiBusiness Savings and CitiBusiness IMMA accounts. However, we do not presently exercise it.

Writing a Check: You can write a check for any amount up to the available balance in any of your CitiBusiness Checking Accounts. Checks must be written in U.S. dollars.

Paying Your Checks: The decision to pay your check or return it unpaid is made at the time the check is presented to Citibank, or earlier if Citibank receives electronic notification that a check you wrote has been presented for deposit at another bank. We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Citibank's decision to pay or not to pay a check is based on funds available in your account and other factors. See "Overdrawing Your Account" below and "Withdrawal Refusals" above. Note that our decision regarding payment of your check is final when made and will not be affected by any subsequent deposits to your account.

Multiple Signature Requirements: You acknowledge that any multiple signature designation by you in any resolution, signature card or other Citibank documentation is a statement of your own internal policy. You agree that Citibank assumes no responsibility for the payment of a check, draft or other item drawn on any account which is honored and bears only a single authorized signature.

Facsimile Signature: You authorize Citibank to pay any check drawn on your account which bears or appears to bear a facsimile signature that you have provided to or filed with Citibank.

Uncollected Funds and Overdrawn Balances

Citibank has no obligation to pay or honor a check, item or other debit that is drawn against uncollected funds or overdrawn balances in your account. However, based upon a variety of factors which may change from time to time, we may elect to pay checks, items, or other debits drawn against uncollected funds or overdrawn balances in your account. Any such election to pay shall be in Citibank's sole discretion and shall not relate to any other past or subsequent check, item or other debit, nor shall it constitute a course of dealing or a waiver of Citibank's right to decline to pay any other check, item or other debit that is drawn against uncollected funds or overdrawn balances in your account. A daily interest charge of Prime + 3% will be applied in connection with those payments for the actual number of days there exists a negative available balance in your account. Please refer to the CitiBusiness Schedule of Fees and Charges for a full description of this charge.

If, for any reason, Citibank waives the interest charge on any payment creating or increasing a negative available balance in your account, such waiver shall not constitute a waiver of interest charges on any such payment thereafter. Each account owner is jointly or severally responsible for promptly repaying any overdrawn balances created in the account and associated interest charges, whether or not the owner participates in the transaction or benefits from its proceeds.

A processing fee will also be charged whenever a check is presented against uncollected funds or overdrawn balances. Therefore, based on various factors affecting the amount of uncollected funds and overdrawn balances in your account, your account may incur a daily interest charge and a processing fee for payments made against uncollected funds or overdrawn balances. The daily interest charge and processing fee may be offset by balances in your checking account that receive earnings credit. The processing fee is disclosed in the CitiBusiness Schedule of Fees and Charges.

If Citibank elects not to advance funds to pay checks, items or debits drawn against uncollected funds or overdrawn balances in your account, or if the amount of any such check, item, or debit is not fully covered by such advance, your CitiBusiness Safety Check coverage or CitiBusiness Checking Plus line of credit may be triggered to pay the check, item or debit request. For a description of these services and any applicable fees, please refer to the Section of the Manual entitled "Overdraft Protection" and/or your CitiBusiness Account Terms and Conditions.

Payment Processing Hierarchy

Generally, we credit your account for items and funds that have been accepted for deposit, and then process charges and transactions presented for payment against your account. The order of posting depends on a number of factors, including, when a transaction occurs, the type of transaction and the amount. Generally, checks and payments presented against your account will be paid in order of smallest to largest dollar amount which may also include certain other electronic transactions such as ACH debits and checks that have been converted into ACH debits. At any time we may modify the posting order at our sole discretion without notice to you. As such, if you wish to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

Post-Dated Checks: You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

All States Except New York: According to state law, if you write a postdated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify Citibank at the time you write the check. In order for your notice to be effective, you should call the CitiBusiness Service Center or your dedicated service specialist when applicable and give us the number, payee and date of the check. You may also send written notice of your postdated check request to us at the address printed on your monthly statement. An oral or written request to register a postdated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A postdated check will be registered only if the notice is received at such time and in such manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We will pay any postdated check that has not been properly registered with us or not registered in a timely manner.

Checks with Stale Dates: We have the right to pay a check even though the date on it is more than 6 months old. To make sure a check will not be paid, you should place a Stop Payment Order on it.

Stop Payment Orders: Any signer on the account can instruct us to stop payment on a check that has not been paid.

You can issue a stop payment order by using CitiBusiness Online or calling the CitiBusiness Service Center or your dedicated service specialist when applicable. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. We will confirm receipt of your order in writing, and you should advise us immediately of any changes or corrections. A stop payment order will stay in effect for 6 months, unless you instruct us to cancel it or to renew it, provided we have not already returned the check. The order may be renewed for additional six-month periods.

You'll need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective.

We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

You cannot place a stop payment order on official checks or international cheques, except when such checks have been lost, stolen, or destroyed. If such a check is lost, stolen, or destroyed within 90 days of the date the check was issued, you and/or the payee must sign a "Stop Payment Request and Indemnity" form. You may also be required to purchase a surety bond for twice the amount of the instrument. If you report the check lost, stolen or destroyed after 90 days of its issuance, Citibank will require you to sign a "Stop Payment Request and Indemnity" form.

Remotely Created Checks: If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such drafts, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

You may not deposit remotely created checks (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such checks in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned checks will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this agreement. We may discontinue accepting checks at any time without cause or prior notice.

Check Cashing

Third-Party Checks: A third-party check (one you received from another person) made payable to a business entity must be deposited to a business account. You can do this with your Citibank® Banking Card/CitiBusiness Debit Card, or at any Home Branch, with acceptable I.D. A hold will be placed on your account for the amount of the check until the check clears.

When you write one of your business checks to another person, that person, with proper identification, may be able to cash it at a Branch if the check is for \$5,000 or less.* If the amount of the check is greater than \$5,000, you must make arrangements with your Home Branch. Otherwise, the payee will be required to deposit the check to an account at Citibank or elsewhere. For checks presented for encashment to a California or Nevada Branch by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

**Checks drawn on the Branch located in Delaware must be presented to that location for encashment.*

Restricted Transactions: In accordance with the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG, restricted transactions are prohibited from being processed through an account or relationship with Citibank.

Electronic Banking

CitiBusiness Online and Citibank Online for Small Business

If you are a CitiBusiness client you can enroll to access your account online using CitiBusiness Online (www.citibusinessonline.com), or Citibank Online for Small Business (www.citibankonline.com), as applicable.

CitiBusiness Online and Citibank Online for Small Business allows you to view and transact upon your bank accounts using a personal computer or mobile device with Internet access. The following is a sample of the services and features available through these web sites:

- Obtain up-to-the-minute summaries of all your accounts, set up and customized by you.
- Monitor all your deposit accounts.
- Pay bills, transfer funds between linked accounts and view account histories.
- Handle domestic and international wire transfers on a daily or recurring basis.
- View information about incoming wire transfers.
- Stop payments.

The Citibank Banking Card/CitiBusiness Debit Card

In order to enjoy the convenience of banking through ATMs, you must have a Citibank® Banking Card/ CitiBusiness Debit Card. Citibank Banking Cards/CitiBusiness Debit Cards are issued to individuals who have Single Signing Authority for the firm's business checking accounts. A maximum of four (4) such signers may be issued Citibank Banking Cards/CitiBusiness Debit Cards. You will receive your Citibank Banking Card/ CitiBusiness Debit Card after you open a business checking account, CitiBusiness Insured Money Market Account, or CitiBusiness Savings account. Citibank Banking Cards/CitiBusiness Debit Cards are available at no charge. The individual signer's name, issue and expiration date, and a special Citibank Banking Card/ CitiBusiness Debit Card Identification Number are embossed on the Card. This number simply identifies the Card; it is not an account number.

Proprietary Citibank ATMs are available in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Virginia and Washington, D.C. and in more than 20 countries worldwide.

The names and symbols for some participating ATM networks are printed on the back cover of this Manual. To get information about the locations of participating ATM Networks, call 1-877-528-0990. For information about any transaction charges, read the "CitiBusiness Schedule of Standard Fees and Charges" brochure. Once you have received your Citibank Banking Card, you should sign it and safeguard it. Do not lend it to anyone, for any reason.

Deposit Only Citibank Banking Card

All business deposit accounts are also eligible for an unlimited number of "Deposit Only Citibank Banking Cards." This card extends limited banking capability to conduct deposit only transactions at any of our Proprietary Citibank ATM locations; it may not be used at Network ATM machines. The name of the business, issue and expiration date and special Citibank Banking Card Identification Number are embossed on the Card. Like the Citibank Banking Card/CitiBusiness Debit Card this number simply identifies the card (all deposit only cards will have the same number); it is not an account number and there is no charge for the cards. Unlike the Citibank Banking Card/CitiBusiness Debit Card they do not expire. These cards can only be requested by an authorized signer on the account. You should request the return of your Deposit Only Citibank Banking Card from any employee who leaves your employment.

Your Personal Identification Number (PIN): Your Personal Identification Number (PIN) is a secret number for your Citibank Banking Card/CitiBusiness Debit Card that you receive when you open your account. A PIN is required for all Citibank Banking Card/CitiBusiness Debit Card transactions at Proprietary Citibank ATMs and Network ATMs. It ensures that you, and only you, can gain access to your money. You should keep your PIN confidential; no bank employee knows your PIN or will ever ask for it. If you change your PIN, you can choose any combination of the following:

- Four letters; and/or
- Four numbers (except all four zeros)

It should not be a birth date or part of a Social Security number or other numbers you may carry with you. For your own protection, do not reveal it to anyone and do not write it on your Citibank Banking Card/CitiBusiness Debit Card or anything else you carry in your purse or wallet. You may change your PIN at any time at any Proprietary Citibank ATM, or request your PIN be changed at any Branch, or through the CitiBusiness Service Center or your dedicated service specialist when applicable.

Overseas ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters will not always be noted on the keys. You should also be aware that non-Citibank ATMs and overseas ATMs may limit access to a primary checking account. While some non- Citibank ATMs will offer the choice of withdrawals from either checking or savings, others may not.

Lost or Stolen Citibank Banking Cards/CitiBusiness Debit Card: If your Citibank Banking Card/ CitiBusiness Debit Card is lost or stolen, it is your responsibility to notify us immediately. Call us at 1-877-528-0990, available Monday-Friday, 7 AM to 11 PM Eastern Standard Time; Saturday-Sunday, 9 AM to 5:30 PM Eastern Standard Time, or contact your dedicated service specialist when applicable. If you cannot telephone, write us at the following address: Citicorp Data Systems Incorporated, 100 Citibank Drive, San Antonio, TX 78245-9989.

Citibank Banking Card/CitiBusiness Debit Card Renewal: We will automatically send you a new Citibank Banking Card/CitiBusiness Debit Card before your current card expires. Just sign it and it's ready to use immediately with the same PIN that was assigned to your prior card. Don't forget to destroy your old Citibank Banking Card/CitiBusiness Debit Card.

Citibank Banking Card/CitiBusiness Debit Card Cancellation: You may cancel your Citibank Banking Card/CitiBusiness Debit Card at any time for any reason. To do so, cut in half and dispose of it in a safe manner. You should also call the CitiBusiness Service Center to notify us of your intent to cancel your card. Please note that the Citibank Banking Card/CitiBusiness Debit Card we issued you is and remains the property of Citibank. We have the right to cancel it, to take possession of it, and to demand its return at any time.

Using Your Citibank Banking Card/CitiBusiness Debit Card
You may use your Citibank Banking Card/CitiBusiness Debit Card to perform the following types of transactions among your linked CitiBusiness accounts at most Proprietary Citibank ATMs.

Account Inquiries
Get account information for CitiBusiness Checking, CitiBusiness Savings, CitiBusiness IMMA, Business Checking Plus and Business Credit Accounts.

Borrow
Obtain advances from qualifying credit accounts by transferring funds to your Checking Account.

Cash Withdrawal
You may obtain cash at a Proprietary Citibank ATM from your linked CitiBusiness Checking, CitiBusiness IMMA, CitiBusiness Savings and Business Credit Accounts. You may withdraw up to \$1,000 per business day* in cash from each account. Please note that each withdrawal and cash advance is limited by the amount available in your linked account(s). Some Network ATMs may impose other limits and location usage fees on cash withdrawals. Please remember that these limits are imposed for your protection as well as ours.

- * For purposes of withdrawals from Proprietary Citibank ATMs and PIN-based POS transactions, a business day is any day of the week that is not a Saturday, Sunday or bank holiday. Transactions done on non-business days are considered made on the following business day.
- * For purposes of determining Business Day cash withdrawal limits, the end of Business Day is 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time).

Deposits
You may make deposits to your CitiBusiness checking accounts, CitiBusiness Savings, or CitiBusiness Insured Money Market Account (IMMA) at any Proprietary Citibank ATM as described in "Deposits" on page 29. Deposits received before the processing cut-off time (as indicated on the notice posted at the ATM) on a business day will be reflected in your account balance on the day of deposit. Deposits received after the processing cut-off time (as indicated on the notice posted at the ATM), or at any time on a weekend or bank holiday will be processed the following business day. Therefore, they will not be reflected in your account balance until the morning of the next business day the Branch is open. However, we may make this deposit available to you immediately on the day of deposit. Deposits received at these locations after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) on a Business Day or on a non-Business Day will be considered received on the next Business Day.* Please refer to "Citibank's Standard Funds Availability Policy" on page 26 for definition of business day.

* Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

Loan Payments
You can make payments at a Proprietary Citibank ATM directly to qualifying loans linked to your Citibank Banking Card/CitiBusiness Debit Card for ATM access or by using the "Transfer" option to transfer funds from your CitiBusiness Checking, Savings, or IMMA.

Transfers
Your Citibank Banking Card/CitiBusiness Debit Card enables you to transfer funds between certain linked accounts at Citibank ATM locations, by telephone with our CitiBusiness Service Center or your dedicated service specialist when applicable, and through CitiBusiness Online. See the chart below for details on the types of transfers you can make at Proprietary Citibank ATM locations, the CitiBusiness Service Center tollfree number, and through CitiBusiness Online.

Transfers at Citibank ATMs, the CitiBusiness Service Center and through CitiBusiness Online and Citibank Online for Small Business

Checking	Savings	IMMA	Business Credit Account ¹	TO
•	•	•	•	Checking
•	•	•		Checking Plus
•	•	•	•	Savings
•	•	•	•	IMMA
•	•	•		Business Credit Account ¹

¹ For former California Federal Bank and First American Bank clients whose original loan was made by that financial institution, transfers cannot be initiated through an ATM.

Transaction Records

You can choose to receive a record detailing the transactions you perform at an ATM. For deposits and payments made at ATMs, the record is not a formal receipt for a deposit or payment; your deposits and payments are accepted subject to verification by us. ATM transactions will be reported on your monthly account statements.

Point-of-Sale Transactions

Citibank ATM Card

You can use your Citibank ATM Card to purchase goods or services from merchant locations in the United States accepting the Interlink®, Maestro or Cirrus network brands, which includes virtually all U.S. merchant locations. You will authorize these transactions using your PIN.

CitiBusiness Debit Card Transactions

You can use your CitiBusiness Debit Card to purchase goods or services from merchant locations in the United States accepting the MasterCard, Maestro, Cirrus or Interlink brands.

If you prefer to have your transactions processed as PIN purchases, when making purchases, select "debit" when making your purchase.

You can also use your CitiBusiness Debit Card to purchase goods or services and/or receive cash from locations that accept MasterCard. These transactions are referred to as "signature transactions" in which you do not use your PIN and:

- Either you or a merchant designates the transaction, including purchases you sign for as well as small dollar purchases that do not require a signature, as a "credit" transaction
- You use your CitiBusiness Debit Card for Internet, phone and mail-order transactions.

"Direct Bill Payment"

For your information, if you use your Citibank® Banking Card or CitiBusiness Debit Card to set up "Direct Bill Payment" transactions with merchants, these may be processed as "PIN-Based" transactions, even though they may not require a PIN.

You can use your CitiBusiness Debit Card whenever you see these symbols:



Called "point-of-sale" or "POS" transactions, these purchases involve immediate electronic withdrawals from your primary checking account. Your daily POS purchase limit is \$10,000 per business day and is in addition to your daily cash withdrawal limit (for example, you may withdraw \$1,000 in cash from any ATM and make \$10,000 in purchases from your primary checking account in one business day). If your card displays the MasterCard logo on the front, your daily limit for POS MasterCard transactions (also referred to by merchants as credit transaction) from your primary business checking account, authorized by your signature is \$10,000. Please refer to the information under "Cash Withdrawal" on page 39 for a definition of business day for POS transactions. These transactions will appear in detail on your checking statement. We reserve the right to set a lower dollar limit for POS purchases occurring during an interruption in the electronic connection between the retail outlet and Citibank.

All POS transactions made with your Citibank Banking Card/CitiBusiness Debit Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank Banking Card/CitiBusiness Debit Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Citibank Banking Card/CitiBusiness Debit Card. These merchants include, but are not limited to, internet gambling sites.

When you use your Citibank Banking Card/CitiBusiness Debit Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the

merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Network Charges

When you use a non-Citibank ATM, you may be charged a fee by the ATM operator and/or the network that processed the transaction. For example, if the fee is \$2, your \$100 cash withdrawal will be charged to your Citibank account as \$102. A fee may be imposed for a balance inquiry, even if you do not make a withdrawal or complete another type of transaction. See the CitiBusiness Schedule of Standard Fees and Charges brochure for information regarding Citibank's fees for using your Citibank Banking Card/CitiBusiness Debit Card at Network ATMs.

Transactions Made Outside the U.S. and Puerto Rico

International Transaction Charge. We will impose a transaction charge equal to 2% of the transaction amount (including credit and reversals) for each international transaction (foreign or U.S. currency) that you conduct outside the 50 United States or Puerto Rico. This charge will apply to ATM withdrawals made at Citibank and Non-Citibank ATMs and to all debit card purchases.

MasterCard Point of Sale Transactions. If your Citibank Banking Card/CitiBusiness Debit Card displays the MasterCard logo on the front and a POS transaction is completed outside the 50 United States or Puerto Rico utilizing the card, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (note: this rate may be different from the rate the MasterCard itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

ATM Withdrawals and Other Transactions. For ATM withdrawals and other transactions that are not MasterCard Point of Sale transactions that are made outside the 50 United States or Puerto Rico that you perform utilizing the Citibank Banking Card/CitiBusiness Debit Card, Citibank will convert the transaction into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Errors and Problem Resolution Procedures

If you think there has been an error in an electronic transaction, including the wrong amount of cash dispensed at a Proprietary Citibank ATM or Network ATM, an automatic deposit or a transfer that has not been credited properly, an incorrect Proprietary Citibank ATM Record or improper POS purchase receipt, contact us as soon as possible. You can call the CitiBusiness Service Center (see back cover for phone numbers) or your dedicated service specialist when applicable. Note: if the error concerns an ATM network transaction, be sure to contact Citibank – not the financial institution that operates the machine.

To assist you, our CitiBusiness Service Center representative will need to know:

- Your name and account number.
- The dollar amount of the suspected error.
- The type, time and date of the transaction.
- A description of the error or the transaction you are unsure about, and an explanation as clearly as possible why you believe it is an error or why you need more information.

We will investigate and resolve each problem as quickly as possible. As soon as you contact us, we will start our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Unauthorized Transactions

You have the responsibility to notify us at once if you believe your Citibank Banking Card/CitiBusiness Debit Card has been lost or stolen, your PIN has been discovered, or someone has made a transaction using your account without permission. In addition, if your monthly statement shows transactions you did not make, you must notify us at once. Notify us by calling the CitiBusiness Service Center at the number on the back of this Manual or contact your dedicated service specialist when applicable.

Citibank Banking Card/CitiBusiness Debit Card Banking Security Tips

You can help prevent unauthorized access to your accounts by following these common sense rules:

- Keep your Citibank Banking Card/CitiBusiness Debit Card to yourself. Never use it to assist others as you might be allowing them to take money from your account;
- Treat your Citibank Banking Card/CitiBusiness Debit Card like cash. Do not leave it where others can find it. Do not give it to anyone to hold as “security” for any reason or under any circumstance;
- Keep your Personal Identification Number (“PIN”), Telephone Personal Identification Code (“TPIC”) and other access devices secret. Do not tell them to anyone. Do not write them on your Citibank Banking Card/CitiBusiness Debit Card or keep them in your wallet or purse;
- Be careful about surrendering information about your access devices over the telephone;
- Change your PIN periodically;
- Review your account statements regularly and notify us promptly of any discrepancies;
- Be sensible about using Proprietary Citibank ATMs and Network ATMs. Remember to use the same caution and common sense you would use in any 24-hour facility;
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half-hour after sunset;
- Consider having someone accompany you when using an ATM later than a half-hour after sunset;
- Be sure to close the door behind you when you enter or leave the facility, as appropriate;
- Do not permit any unknown person to enter after regular banking hours;
- Never begin an ATM transaction if there is insufficient light or if you notice anything suspicious – go to a different location or return at another time;
- Always cancel a transaction-in-progress and end your session, place your Citibank Banking Card/CitiBusiness Debit Card in your pocket, and leave the ATM location if you notice anything suspicious;
- Never display cash at ATM locations. Place cash and your Citibank Banking Card/CitiBusiness Debit Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office;
- Always take your ATM receipt with you when you leave – do not leave it near the ATM;
- Be aware that many ATM machines record activity by a surveillance camera or cameras;
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.

We cannot guarantee your safety at an ATM.

Please address any complaints concerning security at Proprietary Citibank ATMs to CitiBusiness Service Center at 877-528-0990.

For emergency assistance at any Proprietary Citibank or Network ATM, please call 911.

In addition, if an issue arises with respect to a Proprietary Citibank ATM location in New York State, please address any complaints concerning security as follows:

New York area:

CITIALERT
One Court Square 42nd Floor
Long Island City, NY 11120
212-ATM-HELP (212-286-4357)

or

NYS Banking Department (for all NY clients only)
ATM Hotline 888-697-2861

ERISA Section 408(b)(2) Disclosure Document

If you have a retirement plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), by opening your account, your signature on the Business Deposit Account Application and other account opening documents constitutes your acknowledgement that you reviewed the below CitiBusiness ERISA Section 408(b)(2) Disclosure Document made available to you reasonably in advance of your deciding to open your account and that after your review, you made an independent decision that the fees and other compensation are reasonable for the services being provided by Citibank. Your signature further acknowledges that you consent to Citibank updating or changing the Disclosure Document by posting updated documents and/or notices at <http://citi.com/investorinfo/advisoryprivacy/408b2disclosures.html> and that it is your responsibility to check the website periodically for such updates.

ERISA Section 408(b)(2) Disclosure Document CitiBusiness Accounts

Introduction

This disclosure document ("Disclosure Document") provides an overview of the fees and other compensation charged for or otherwise related to the services provided by Citibank, N.A. ("Citibank"), or other Citigroup Inc. businesses (collectively "Citi"), with respect to certain employee benefit plans that have opened a CitiBusiness Account at Citi ("Account"). This document is intended to include the information required by the Department of Labor regulation under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is commonly known as the service provider fee disclosure rules (referred to herein as the "408(b)(2) Regulation"). You may access the full text of the Department of Labor's final 408(b)(2) Regulation at <http://www.dol.gov/ebsa/pdf/2012-02262-P11.pdf>. This Disclosure Document should be read in conjunction with your CitiBusiness Client Manual, the CitiBusiness Schedule of Standard Fees and Charges and other account-related documents (referred to collectively as "Client Documents").

The following information reflects our current arrangements for services that may be provided to or offered to your plan in connection with its Account at Citi. Your plan may also receive services from other Citi affiliated and non-affiliated service providers, such as a third-party administrator. To the extent that your plan receives services from Citi that are outside of the scope of the services covered by this Disclosure Document, please refer to the disclosure documents specifically relating to those services. For services and related fees and expenses associated with services provided by parties that are not affiliated with Citi, please refer to the disclosure documents provided by that service provider or contact them directly.

Explanation of Services: Citi provides a variety of business banking account options, including interestbearing and non-interest-bearing demand deposit checking accounts, savings accounts, insured money market accounts (IMMA) and certificates of deposit accounts. These services may include certain sub-services that are not specifically stated. With respect to your Account, Citi does not provide cash management services. For more information regarding the services that Citi makes available, please review your Client Documents.

Explanation of Status/Capacity: In providing services contemplated under the Client Documents, Citi operates solely in the capacity of a depository institution and is not acting as a fiduciary to your plan.

Explanation of types of compensation:

Direct Compensation means payments made directly by the plan for services rendered to the plan. Direct compensation disclosed in this Disclosure Document are dollar amounts earned and retained by Citi on a cash basis.

Indirect Compensation means compensation received from sources other than directly from the plan or plan sponsor in connection with the services provided to the plan. In certain circumstances, the payment of indirect compensation to Citi may depend on several factors, including the elapsed time period during which deposits are held at Citi.

Direct Compensation

None. All fees and charges are waived for your Account.

Indirect Compensation Paid from Sources Other than the Plan

Benefits from Bank Deposits: Citi obtains financial benefits attributable to the Account's cash balances invested in Citi deposits. This is because Citi may invest these cash balances or use them to fund certain of its business activities, whereby Citi keeps the difference between any interest paid to the Account and other costs incurred by it with respect to these cash balances and the interest or other income earned on its loans, investments and other assets obtained with the use of these cash balances.

Termination Fee: None.

Additional disclosures regarding compensation that may be received by Citi or related parties Citi or a related party may receive other forms of compensation not described above. Generally, these payments are not attributable to any individual account or client.

Marketing Support, Conferences, Sales Meetings and Similar Activities

Citi may receive marketing and training support payments, conference subsidies, and other types of financial and non-financial compensation and incentives from mutual fund companies, insurance and annuity companies and other investment product distributors, investment advisors, broker-dealers and other vendors to support the sale of their products and services to Citi clients. These payments may include reimbursement for Citi's participation in sales meetings, seminars and conferences held in the normal course of business. These payments may also include reimbursements for costs and expenses incurred by Citi in sponsoring conferences, meetings and similar activities. These payments are received by Citi in connection with all of its accounts and are not dependent on or related to the amount of assets invested in your Account. Because they are based on all of Citi's accounts, they cannot reasonably be allocated to any particular account. The providers independently decide what they will spend on these types of activities and do not share this information with Citi subject to regulatory guidelines and Citi policies. The amount of any expense reimbursement or payment to Citi is dependent on which activities Citi participates in or sponsors, the amount of that participation and other factors and is determined by the provider.

Receipt of Gifts, Gratuities and Nonmonetary Compensation to Citi

From time to time, third-party vendors (such as investment product distributors and providers, mutual fund companies, investment advisors, insurance and annuity companies, broker-dealers, wholesalers, etc.) may provide Citi with non-monetary gifts and gratuities, such as promotional items (i.e., coffee mugs, calendars or gift baskets), meals and access to certain industry-related conferences or other events (collectively, "gifts"). Citi has implemented policies and procedures to comply with current regulations intended to ensure that Citi and its employees worldwide avoid actual or perceived conflicts of interest when giving or receiving gifts and entertainment from relevant parties, and comply with all applicable laws and regulations including the U.S. Bank Bribery Act and the U.S. Foreign Corrupt Practices Act. Under the Citi policy, the maximum value that may generally be received by any individual in any calendar year for a gift is \$100.00, and for meals and entertainment the maximum is \$250.00 per event. Entertainment must be appropriate, customary and reasonable and clearly not meant to influence Citi business or serve as a "quid pro quo" for it to be accepted by Citi. To the extent any gift, gratuity or nonmonetary compensation is paid to or received by Citi, we believe it is insubstantial with respect to any particular account or client.

Referral/Solicitor Fees

If your account was referred to us by a third party, please refer to the applicable disclosure letter/document provided to you at the time of the referral for information regarding any fees that may have been paid by Citi to the referring party.

The foregoing are the services, transactions and fees that may be offered to plan clients. Certain services or transactions referenced or discussed herein or otherwise provided with respect to your Account may not require an ERISA prohibited transaction exemption or may be covered by an exemption other than Section 408(b)(2) of ERISA and as such, are not covered by this Disclosure Document. You should refer to your Client Documents (or disclosure document provided by Citi or other service provider) for information on any fee not specifically referenced herein that could be charged to your Account.

If you have any questions concerning this 408(b)(2) Disclosure Document or the information provided to you concerning our Account services and compensation, or need a copy of the Client Documents, please contact your Citibank representative.

CitiBusiness Service Center

With our CitiBusiness Service Center, you may get account information and make transfers between certain linked accounts – including payments. To use this service, call us at 1-877-528-0990 or contact your dedicated service specialist when applicable. When using the Automated System, you will need to provide your Citibank Banking Card Identification Number together with your CitiPhone Banking Access Code, which you select when you open your account or when you first use this service. Clients who are not eligible for a Citibank Banking Card/CitiBusiness Debit Card can still get account information via our CitiBusiness Service Center.

Under certain circumstances, the CitiBusiness Service Center will not permit you to make transfers: if the accounts are not linked; if you provide an incorrect CitiPhone Banking Access Code; if you have attempted to transfer an amount greater than the available balance in the paying account; or if the transfer would exceed the number allowed for such transactions.

See Limits on Transfers on page 31.

For assistance with your account information on Citibank services, please call:

CitiBusiness Service Center from anywhere in the U.S. (Monday-Friday, 7 AM - 11 PM; 9 AM - 5:30 PM Saturday-Sunday Eastern Standard Time)	1-877-528-0990*
To call collect from outside the U.S. (Available 24 hours a day, 7 days a week)	1-210-677-0065*
For Text Telephone/TTY anywhere in the U.S.	1-800-945-0258*
Retirement Plan Services (Monday-Friday, 9 AM - 8 PM; 10 AM - 6 PM Saturday Eastern Standard Time)	1-800-695-5911*
To find the most convenient location	1-800-374-9800

Note: Not all accounts are accessible at every network machine.

* To ensure quality service, calls are randomly monitored and may be recorded.

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Amendments to the CitiBusiness® Client Manual, U.S. Markets



Please read and keep this notice with your important account records.

Last Updated 12/13/2022

EFFECTIVE DATE: IMMEDIATELY

In order to enhance the clarity of our Funds Availability policy, we have revised the language in the Funds Availability section of the CitiBusiness Client Manual. The new language below replaces in its entirety the Funds Availability disclosure previously provided to you and is effective immediately.

Please note the following changes:

1. Elimination of the longer delay exception for redeposit of checks returned unpaid;
2. Elimination of the longer delay exception for repeated overdrafts;
3. Clarification of the standard funds availability schedule for Texas deposits (refer to the section titled "All other checks" below);
4. Additional information about Bank by Mail deposits; and
5. Additional information about determining the date of deposit for a check deposit made via the Remote Check Deposit service.
6. Elimination of the paragraph titled "Special Deposit Procedures."
7. Same day availability for certain checks when deposited with a teller will be terminated effective February 17, 2023.

Citibank's Standard Funds Availability Policy (All Marketplaces)

This section will help you determine when deposits to your checking, savings and money market account(s) will be available for withdrawal. It describes the maximum time period it will take for your deposits to become available for withdrawal. It also describes certain types of deposits that are given special availability. Please note that the availability of deposits made via the Mobile Check Deposit service is described separately in the agreement governing that service.

Determining the Date of Deposit

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after our cutoff time or on a non-business day, we will consider the next business day we are open to be the day your deposit is received.

- Deposits made in person with a teller before the end of the business day are considered received that day. The end of business day is posted at each branch and may vary by branch location.
- Deposits made at Citibank ATMs and non-Citibank ATM facilities before 10:30pm Eastern Time (9:30pm Central Time; 7:30pm Pacific Time) are considered received that day.
- Deposits made using the Remote Check Deposit service before 11:00pm Eastern Time (10:00pm Central Time; 8:00pm Pacific Time) are considered received that day.
- Deposits made at a night depository or received at a lock box facility are considered received by Citibank when the deposit is removed from the night depository or lockbox, which will be no later than the next business day.
- Check deposits can be made by mail. A check deposit received by mail is considered made on the day we receive it at the mail facility designated below. Check deposits made by mail and addressed to any other Citibank address will be forwarded to the designated facility for processing and will be considered received on the date the deposit is received by this facility. Mailed deposits should include deposit ticket or list of checks, including company name and account number for deposit. Deposits mailed without a deposit ticket must have the account number written in the endorsement section on the back of each check. All checks must be properly endorsed by the business. Checks will post within 72 hours of receipt.

For regular mail:

Citibank
ATTN: Check Operations-CORP
Bank by Mail P.O. Box 769009 San Antonio, TX 78245

For overnight mail:

Citibank
ATTN: Check Operations – Bank by Mail
100 Citibank Drive Bldg. 3
San Antonio, TX 78245



Incoming Wire Transfers and Electronic Direct Deposits

Funds are available on the *same business day* we receive the deposit

Cash

When deposited with a teller:

- Available on the *same business day* we receive your deposit (available immediately)

When deposited at a Citibank ATM:

- Available on the *first business day* after the day we receive your deposit

Certain Types of Checks

Applies to:

- U.S. Treasury Checks, Federal Reserve Bank checks, Federal Home Loan Bank checks
- Checks issued by a State or by general purpose units of Local Government
- U.S. postal money orders
- Cashier's checks, Teller's checks, Certified checks and Travelers Checks
- Checks drawn on a Citibank, N.A. U.S. branch

EFFECTIVE FEBRUARY 17, 2023, THE FOLLOWING PROVISION WILL BE DELETED IN ITS ENTIRETY:

When deposited with a teller:

- Available on the *same business day* we receive your deposit

AND REPLACED WITH:

When deposited with a teller:

- Available on the first business day after the day we receive your deposit

When deposited at a Citibank ATM or non-Citibank ATM facility:

- Available on the *first business day* after the day we receive your deposit

All Other Checks

Total Deposit amounts up to \$100,000

Funds from all other check deposits on any one day that **total \$100,000 or less** will be available on the second business day after the day of deposit. The first \$225 of these check deposits will be available on the first business day after the day of deposit. For check deposits made at a physical lockbox location in Texas or at a Citibank ATM located in Texas, the full amount of the deposit up to \$100,000 will be available on the first business day after the day of deposit.

Large Dollar Deposits (Check deposits that total greater than \$100,000)

If the total of your check deposits on any one day is greater than \$100,000, the amount in excess of \$100,000 will be available on the third business day after the day of deposit. For check deposits made at a physical lockbox location in Texas or at a Citibank ATM located in Texas, such deposits will be available on the second business day).

By way of example:

For accounts domiciled in New York, for example, if you deposit a check (or multiple checks on any given day) that total(s) \$125,000:

- The first \$225 of your deposit will be available on the *first business day* after the day of deposit
- An additional \$99,775 will be available on the *second business day*
- The remaining \$25,000 from that deposit will be available on the third business day.

Special Rules for New Clients

You are considered a new client if you have not had a business deposit account at Citibank for at least 30 days prior to your opening one. For the first 30 days your new account is open, the following special rules apply:

- You will be entitled to the availability described above for:
 - Incoming wire transfers and electronic direct deposits
 - Cash
 - Certain types of checks (as defined above)
- For all other checks your availability will be as follows:
 - The first \$225 of your deposit will be available on the *first business day* after the day of deposit
 - The remaining funds from these checks will be available on the *4th business day* after the day of deposit



Longer Delays May Apply

- Doubt of collectability – We may delay the full amount of any check you deposit up to 5 business days if we have reason to believe the check you have deposited will not be paid. Should this occur, we will send you a deposit hold notice no later than the next business day after we decide to take this action.
- Emergency situations – We may delay the full amount of any check you deposit up to 7 business days if we are unable to conduct business due to an interruption of communications, computer equipment facilities or other emergency conditions beyond our control, such as the impact of a natural disaster. Should this occur, we will notify you if we are able to do so.

Collection Items

We may require that a check received for deposit be sent out for collection. This may occur, for example, if the check is drawn on an institution outside the United States. We will make the funds available to you after we receive payment from the bank on which the check is drawn. A service fee will generally apply. Please refer to the Schedule of Standard Fees and Charges.

Holds on Other Funds

If we cash a check that is drawn on another bank, we may withhold the availability of a corresponding amount already in your account. Those funds will be made available on the day they would have been available if you had deposited the check.

Our Right of Chargeback

The availability of funds from checks that you deposit will not affect your obligation to repay Citibank for any check that you deposit that is not paid nor does it affect our right to charge back your account for any check that is not paid.

Changes to Our Policy

We will notify you of any change(s) to our Funds Availability policies as required by applicable law.

EFFECTIVE DATE: IMMEDIATELY

AMENDMENT:

Effective Immediately, the following change is made to the *CitiBusiness® Client Manual*: The paragraph titled, "Transactions Made Outside the U.S. and Puerto Rico" within the "Electronic Banking" section of the *CitiBusiness® Client Manual* is deleted in its entirety and replaced with the following:

Transactions Made Outside of the United States and its Territories

International Transaction Charge. We will apply a foreign exchange fee equal to 2% of the transaction amount (including credit and reversals) for each debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories.

EFFECTIVE DATE: FEBRUARY 1, 2021

The "Deposits by Mail" section of the Client Manual that begins on page 26 is deleted in its entirety and replaced with the following section:

Check deposits can be made by mail. You may make a check deposit by mail by sending it to:

Citibank
ATTN: Check Operations-CORP
Bank By Mail P.O. Box 769009 San Antonio, TX 78245

For overnight mail, check deposits should be sent to:

Citibank
ATTN: Check Operations – Bank By Mail
100 Citibank Drive Bldg 3
San Antonio, TX 78245

A check deposit received by mail is considered made on the day we receive it at the address above. Check deposits made by mail and addressed to any other Citibank address will be forwarded to the above facility for processing and will be considered received on the date the deposit is received by this facility.

Mailed deposits should include deposit ticket or list of checks, including Company Name & Account number for deposit. Deposits mailed without a deposit ticket must have the Account number written in the endorsement section on the back of each check. All checks must be properly endorsed by the business. Checks will post within 72 hours of receipt.



EFFECTIVE DATE: IMMEDIATELY

Currently, Citibank does not impose an extended delay on the redeposit of check(s) returned unpaid. Therefore, effective immediately, the "Exceptions to Citibank's Standard Funds Availability Policy" section of the CitiBusiness Client Manual is amended as follows:

The subsection titled "Redeposit of Check(s) Returned Unpaid" is deleted in its entirety.

EFFECTIVE DATE: NOVEMBER 1, 2020

1. The "General Information" section of the CitiBusiness Client Manual that begins on page 3 is amended as follows:

The subsection titled "Changing Your Account Records" located on page 4 is deleted in its entirety and replaced with the following new subsection:

It is important that your account records be kept up to date. You have a responsibility to provide us with your physical mailing address (not a post office box). Please inform us of any change in your business address, including your physical mailing address or your electronic mail address. Be sure to change the address on all of your accounts. If you fail to do so, we shall not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from such failure.

The subsection titled "Account Errors and Adjustments" located on page 4 is amended by deleting the first paragraph of such subsection and replacing it with the following new paragraph:

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if a deposit amount is entered in an amount that is different than the actual amount of the deposit or items you deposit are returned unpaid. In the case of a deposit error where the deposit amount is entered in the wrong amount, we will either investigate the error and make an adjustment (debit or credit) to your account or, alternatively, credit your account for the full amount of the discrepancy without investigation.

The subsection titled "Opening an Account" that begins on page 5 is amended by deleting the third sentence on page 6 and replacing it with the following new paragraph:

In addition, we collect and use personal information from or about you to process applications, service your accounts or otherwise run our business. The personal information can include information about your account and transactions, and information we receive from credit reporting agencies and other sources. We share this information with our affiliates or third parties to check creditworthiness, service your accounts, market products or services, or otherwise run our business as permitted by applicable law.

2. The "Foreign Account Tax Compliance Act (FATCA)" section of the Client Manual that begins on page 9 is deleted in its entirety and replaced with the following section:

In order for Citibank to comply with the provisions of the Foreign Account Tax Compliance Act (FATCA), a U.S. federal tax law, Citibank may request additional information and/or documentation. Furthermore, you should not rely upon Citibank to determine the impact of FATCA on your business activities or what your compliance obligations are under FATCA. Citibank encourages you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

If your business is organized as a partnership, these terms shall remain in full force and effect despite changes in the parties comprising your partnership. For this purpose, your "partnership" shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability. Citibank may require new partners to execute documentation relating to the accounts.

3. The "Governing Law" section of the Client Manual that begins on page 9 is deleted in its entirety and replaced with the following section:

Accounts and services are governed by federal laws and regulations and, to the extent not preempted by federal law or otherwise inapplicable, by your "governing state law." Your governing state law, if you first opened your account or enrolled for a service at a branch, is that of the state in which that branch is located, regardless of the state where your business is located or where you reside. Your governing state law in all other cases, including if you opened your account or enrolled for a service remotely (for example by Citibank® Online or CitiPhone Banking®), is deemed to be the law of the State of South Dakota, unless a specific agreement states otherwise.

4. The "CitiBusiness Checking Accounts" section of the Client Manual that begins on page 13 is amended by adding the following new subsection as the final subsection on page 17:

How CitiBusiness Checking Balances are Maintained:

For regulatory and accounting purposes, all CitiBusiness checking accounts (whether interest-bearing or non-interest-bearing) consist of two sub-accounts: (i) a transaction sub-account into which all financial transactions are posted; and (ii) a savings sub-account into which available balances above a pre-set level are transferred daily. Transfers to and from the savings sub-account will be periodically made when available balances in the transaction sub-account exceed a preset level or fall below a predetermined level, as applicable. Transfers between these sub-accounts are in accordance with federal regulations.

This structure will not impact the use of your account or your bank statement and both sub-accounts are treated as a single account for purposes of customer deposits and withdrawals, applicable interest, fees, FDIC insurance, and other features. As required by federal regulations, we reserve the right to require seven days' advance notice before permitting withdrawals from only the savings subaccount portion of your account. However, we do not presently exercise this right.

5. The "Standard Funds Availability Schedule" section of the Client Manual that begins on page 27 is deleted in its entirety and replaced with the following section:

The following schedule applies to all check deposit(s) made during any Business Day, except as set forth under "Special Availability of Certain Deposits"

Deposits of \$100,000 or less will be available two (2) Business Days after deposit, and deposits in excess of \$100,000 will be available three (3) Business Days after deposit. When you make a single deposit, or multiple deposits in the course of a Business Day, totaling more than \$100,000, the portion in excess of \$100,000 will be available three (3) Business Days after deposit. Any time you deposit two (2) or more checks totaling more than \$100,000, the check or checks with the fastest availability will be allocated to the portion of your deposit below \$100,000.

The first \$225 of your total Business Day's check deposits is available on the Business Day after the Business Day of deposit, unless made with a teller, in which case it is available immediately.

6. The "Electronic Banking" section of the Client Manual that begins on page 37 is amended by adding the following new subsection on page 40 after the subsection entitled "Transaction Records:"

MasterCard MoneySend

You can use your Debit Card to send funds person-to-person, or receive funds from a person, business or governmental agency through participating merchants and merchant web sites using Mastercard MoneySend. You can send up to \$1,000 per calendar day and \$10,000 per month when making a person-to-person transfer and up to \$2,500 per calendar day and \$10,000 per month when receiving person-to-person transfers. You can receive up to \$50,000 per calendar month from a business or governmental agency. Payments you receive will appear on your statement as "MoneySend Credit" and funds you transfer to another person will appear on your statement as "MoneySend Debit."

7. The subsection titled "Receipt of Gifts, Gratuities and Nonmonetary Compensation to Citi" which begins on page 45 of the Client Manual is deleted in its entirety and replaced with the following:

From time to time, third-party vendors (such as investment product distributors and providers, mutual fund companies, investment advisors, insurance and annuity companies, broker-dealers, wholesalers, etc.) may provide Citi with non-monetary gifts and gratuities, such as promotional items (i.e., coffee mugs, calendars or gift baskets), meals, entertainment and access to certain industry related conferences or other events (collectively, "gifts").

Citi has implemented policies and procedures to help ensure compliance with all applicable laws and regulations (including the U.S. Bank Bribery Act and the U.S. Foreign Corrupt Practices Act). These are intended to ensure that Citi and its employees worldwide avoid actual or perceived conflicts of interest when giving or receiving gifts and entertainment from relevant parties.

The policies and procedure limit the maximum value that may generally be received by any individual to (i) \$100.00 in any calendar year for a gift, and (ii) \$250.00 for meals and entertainment (sporting events, theater, or other comparable entertainment), in each case (subject to preapproval), per vendor, per day, and an aggregate maximum of \$1,000.00 per calendar year per vendor.

The foregoing must be appropriate, customary and reasonable and clearly not meant to influence Citi business or serve as a "quid pro quo" for it to be accepted by Citi. To the extent any gift, gratuity or non-monetary compensation is paid to or received by Citi, we believe it is insubstantial with respect to any particular account or client.

All other terms and conditions of the CitiBusiness Client Manual, U.S. Markets remain in full force and effect. Terms, conditions and fees for accounts, products, programs and services are subject to change.

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EXHIBIT C

November 14, 2022

Jane Fraser, CEO
Citigroup
388 Greenwich St.
New York, NY 10013

Dear Ms. Fraser,

As I mentioned in my letter to you several months ago, I have been a loyal Citibank customer for nearly 50 years. During this time I trained as a general and vascular surgeon for six years in two of the most demanding programs in the country. I often spent 130 hours a week in the hospital, caring for up to 80 patients at a time. Subsequent to that, I have operated on scores of patients with ruptured abdominal aortic aneurysms who were in immediate danger of bleeding to death if my team and I could not stanch the bleeding in time. I have operated on patients in the throes of a stroke, in an attempt to remove carotid artery plaque that was embolizing to the brain. And I operated on hundreds of patients in danger of losing a leg unless my team and I could restore blood flow by sewing a bypass graft into a 2 mm artery in the foot. Many of these situations were filled with tension, fear, and anxiety; but nothing could have prepared me for the experience of dealing with Citibank after the unauthorized drainage of my daughters' and my checking accounts into two accounts in a California bank that I had never heard of. The negligence, apathy, and irresponsibility of every Citibank representative in the wire transfer and fraud departments, as well as the ERU, whom I dealt with has caused me countless sleepless nights, significant weight loss, and a bleeding ulcer requiring medical treatment. It has been one of the most frustrating and horrific experiences of my life. I am writing to you again because it is clear that no one else cares.

Whenever we in any field of surgery have a complication, it is presented at a weekly "Morbidity and Mortality" conference for discussion of how to avoid similar complications in the future. The overarching theme of these conferences is: What can we learn in order to improve patient care? If you had any such conferences for discussion of the treatment of Citibank customers who become victims of fraud, I would pose the following questions:

1. Why wasn't I notified on June 9 when hackers unsuccessfully attempted to transfer \$49,999 from my business account? It should have been frozen immediately, along with my personal accounts, thereby making the subsequent theft of \$74,000 impossible. Why did I learn about the June 9 attempt

incidentally, during a conversation with one of your representatives, 11 days later?

2. Similarly, why wasn't I asked for approval of a \$40,000 transfer from my personal checking account on June 10? Why did I not learn the exact date of this unauthorized transaction until 52 days later, when a letter informed me that Citibank was unable to reverse the wire transfer.
3. Why wasn't an attempt to retrieve the stolen funds initiated immediately on June 14 by telephoning East-West Bank in Pasadena? Why was I told you "had a process" and that it usually took two to three days to complete? Why did I have to call East-West Bank?
4. Why did no one contact me with an update on the fraud investigation until two weeks later, only after I wrote to you?
5. Why are your wire transfer and fraud departments manned in the Philippines by individuals with varying commands of English, over poor transmission lines, with roosters often crowing in the background? Why are these individuals apathetic, irresponsible, and utterly uninformative; and why do they consistently try to foist their responsibilities onto other departments? And why does it take a minimum of 45 minutes to get through to them? (Incidentally: when fraud tries to transfer a client to wire transfer, or vice versa, the call is often disconnected after a 10 to 15 minute wait, leaving the client to begin the miserable process anew.)
6. Why, when American Express recently detected a new recurring charge of \$4.99 on my credit card, they texted and emailed me immediately to verify it; yet when three unauthorized transfers occurred in my Citibank account resulting in \$74,000 going to an Asian bank in California that I had never dealt with, into two accounts with Chinese names, not a single Citibank eyebrow was raised?
7. Why are your branch employees, while well-meaning, completely powerless to help fraud victims?
8. Why doesn't Citibank ever send emails or short educational videos about how to avoid scams? Does anyone at Citibank care about the rampant fraud epidemic in our country?
9. Why didn't Citibank contact law enforcement at any time to attempt to apprehend the thieves?
10. On July 26, George Herrera, from your ERU, called me to say the investigation remained ongoing. This was in direct contradiction to what Jackie Peters (also from the ERU) told me on June 8, when she summarily told me it was my problem and Citibank was not at fault. This lack of communication between members of your "executive response unit" is emblematic of the same problem at Citibank from the top down. From your ERU to branch representatives, there is no coherent communication with each other or clients. What will you do to repair this glaring problem?
11. On August 2, I informed Mr. Herrera that the \$40,000 wire transfer occurred on 6/10, before I had any contact with the scammers. He did not know this and opened a new investigation. When he informed me of his upcoming leave of

absence, he could not tell me who would replace him but assured me I would be called by his replacement. This is akin to saying: "We just don't care enough about you to give you a name and number to contact." Why don't you care? Incidentally, I still have not heard from his replacement.

12. Regarding your complete lack of fraud alerts, why don't you give clients the opportunity to be alerted to wire transfers, debit card transactions, ATM withdrawals, and external transfers? This could easily be accomplished by text and email, as so many other companies do (see #6 above). Why am I, a surgeon, offering simple suggestions to avoid fraud to one of the largest banks in the nation?
13. As you can see by the chronology of events, I was ultimately forced to move my business account to Chase because no one at Citibank could unblock my online access. In the three weeks thereafter, I received several calls weekly from a Chase representative to make sure my experience had been a good one. I even received a call from a regional director to welcome me. She gave me her direct line and email should I have any problems or questions. Her name is Rena and she most recently called me last week to check in. Can you even conceive of Citibank doing this?
14. Why was every interaction I had with Citibank "customer service" representatives adversarial? Who trains these people?
15. On August 15, I received an encrypted message from your ERU informing me that the wire transfers could not be reversed. I had been advised of this by Jackie Peters on 7/1 and 7/8. Why did you notify me of this again? Why weren't my accounts protected with a fraction of the security that these unnecessary messages were? Why, after five months, has my money not been returned?
16. On 8/19 I called you to advise you of some of these problems. Mario, who wouldn't give his last name, recommended I call the ERU. When I told him they hadn't been helpful he attempted to connect me to one of your administrative assistants. Neither one answered the call. Do you or your assistants ever speak with customers? If not, why not?
17. During the first few weeks of this ordeal, many individuals in your wire transfer department, fraud department, Plainview location, and New Hyde Park location assured me that the situation would be resolved within 60 days. Jackie Peters and George Herrera in your ERU corroborated this several times. After five months, however, not only has the situation not been resolved, but George Herrera's replacement has not called me (as promised on August 5) nor has Jackie Peters's manager called me (as promised on August 19). After five months of this Citibank nightmare, I have no one to contact and Citibank has effectively abandoned me. After assiduously attempting to avoid legal action for 71 days, you left me no choice but to retain an attorney. Why did no one at Citibank assist me in my endeavor to avoid legal action?
18. Why has no one from your legal department responded to my attorney's demand letter after two months, or to his 10 phone calls? Is the legal department at

Citibank as irresponsible and inept as the fraud, wire transfer, customer service and ERU departments?

19. Why are none of your departments capable of meaningful responses unless it results from a communication directed to you?
20. On 9/24 I received a letter advising "that we need to confirm that some of your information is up to date" otherwise "your deposit accounts will be blocked." It also stated, "We have been attempting to reach you." Would you believe that despite the existence of cell and home phones, text, and email, this was the first time I'd been notified about this?
21. Why did I receive a request to complete an affidavit of unauthorized online wire transfer four months after I reported the crime? Why didn't I receive this on the day I reported it?
22. Why did you deny these claims a second time after requesting that I complete affidavits of unauthorized wire transfers? Why was no supporting evidence provided despite multiple requests?
23. Are you aware that the toll-free number (8448596212) provided by CB Fraud Prevention on my claim denial letter is not for the Fraud Prevention department? It is a general number which leads to placement on an interminable hold for the Fraud Department. This brought back memories of the nightmares I endured trying to reach the fraud department at the start of this ordeal.
24. On July 8 Jackie Peters (ERU) informed me that my claims were denied, without explanation. On July 14, George Herrera (ERU) assured me he would provide documentation for the claims denial. On July 26, George Herrera told me that Ms. Peters was mistaken and the investigation was still open. On October 7, Sara (from IRU) called to ask if I had completed affidavits of unauthorized online wire transfers, giving me hope that the return of my money was imminent. On October 18, I received notices that my claims had been denied, without supporting documents. Does this sequence of events strike you as indicative of a well-organized company?

I have attached a chronology of events as well as the most recent letter from my attorney to your legal department in Sioux Falls, SD, to provide additional documentation of this ordeal. Please be assured that the above comments and questions are meant as constructive criticism. They raise important issues and demonstrate a complete lack of accountability to, and concern for Citibank clients. The people in charge of these areas, fraud prevention in particular, are asleep at the switch and failing you miserably. All of your departments act in silos with no communication between them. If you are unaware of these problems, then your ERU is shielding you from them and is equally culpable. Unless someone is asking these questions every day and coming up with solutions, you are failing your customers. I respectfully request that you return my stolen funds and please put an end to this painful and sordid ordeal.

Thank you again for your attention to this matter.

Sincerely yours,

Steven G. Friedman, MD, MBA
Clinical Professor of Surgery
Weill Cornell Medical College

Cell: 516 606 6524

EXHIBIT D

MARK E. SEIBERLING
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Direct Dial 215.496.7222



August 25, 2022

VIA EMAIL AND REGULAR MAIL

Brent McIntosh, General Counsel
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**RE: DEMAND FOR RETURN/REFUND OF \$74,000 IN FUNDS STOLEN FROM
CUSTOMER'S CITIBANK ACCOUNTS BY CYBERHACKERS**

Dear Messrs. McIntosh and Wollard:

I have been retained by Steven G. Friedman, M.D., a loyal Citibank customer for nearly fifty (50) years, for purposes of seeking the return/refund of \$74,000 in funds stolen from his Citibank personal accounts by cyberhackers, which theft occurred just one day after Citibank's fraud department thwarted a similar cyberattack against Dr. Friedman's business account without ever notifying him that his accounts were being targeted. Unless the entirety of the \$74,000 in stolen funds is immediately returned/refunded to Dr. Friedman, I intend to file a federal civil lawsuit against Citigroup related to the stolen funds and Citigroup's abject failure to either: (1) adequately and meaningfully protect Dr. Friedman's accounts from the cyberhackers, despite offering "advanced security features and services to protect"¹ customer accounts; or (2) properly and timely notify Dr. Friedman that his Citibank accounts were being targeted and had already been attacked by cyberhackers so that he could be informed and vigilant in protecting the accounts on his own.

The relevant facts giving rise to this matter are as follows. On or about June 9, 2022, cyberhackers attempted to steal, via unauthorized wire transfer, \$49,999 from Dr. Friedman's business account at Citibank. Citibank's fraud department successfully and proactively prevented this theft of funds by blocking the unauthorized wire transfer. Yet, inexplicably, Dr. Friedman was *not* immediately notified or informed by anyone at Citigroup about this thwarted cyberattack on his Citibank business account. Nor were any of Dr. Friedman's accounts immediately frozen, as they should have been, following an attempted cyberattack. Incredibly, Dr. Friedman did not learn of this thwarted cyberhack on June 9th until *eleven* days later, on June 20, 2022, during a conversation with a Citibank representative in the fraud department following the subsequent theft of funds from his personal Citibank accounts.

¹ See <https://online.citi.com/US/ag/security-center>. Notably, Citigroup's "Security Center" webpage expressly states: "Citi will flag suspicious activity on your consumer debit or credit card and may contact you by phone, text, email or mail to confirm whether you authorized the purchases." *Id.*

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The next day, on or about June 10, 2022, cyberhackers again attempted to steal funds, via unauthorized wire transfer, from Dr. Friedman's personal Citibank accounts. This time, however, Citibank's fraud department did *not* prevent the theft or block the unauthorized wire transfers, resulting in: (1) \$40,000 being illegally and unlawfully transferred from Dr. Friedman's personal checking account to an account in the name of Lei Yan at East West Bank; and (2) \$34,000 being illegally and unlawfully transferred from a joint account that Dr. Friedman shared with his daughter to a different account in the name of Ming Liang at East West Bank.² At the time of the unauthorized wire transfers, Dr. Friedman was neither notified by Citibank of the attempted wire transfers to these unknown individuals, nor was he contacted by anyone from Citibank asking him to approve of the wire transfers to these individuals for a substantial sum of money. Incredibly, Dr. Friedman was not informed that the date of the first \$40,000 theft was June 10th until nearly *two months* later, on August 1, 2022, when Citibank sent him a letter advising that the unauthorized wire transfer had not been reversed.

The only contact that Dr. Friedman had with the cyberhackers on June 10, 2022, was late that evening when, after he unsuccessfully attempted to log into his Citibank personal checking account for a third time, the cyberhackers posted a message stating that the account had been blocked and that he should call a toll-free number (with error code MFA) to regain access. Dr. Friedman complied and verified *only* his account number to the individual on the phone falsely and deceptively pretending to be a Citibank customer service representative.

Four days later, on or about June 14, 2022, Dr. Friedman realized that he had been a victim of a cybercrime when \$74,000 was missing from his two Citibank accounts. Dr. Friedman immediately froze all of his Citibank accounts (business and personal) and reported the theft of funds to both state and federal law enforcement authorities. Dr. Friedman also immediately reached out to both the wire transfer and fraud departments at Citibank for assistance, but to no avail. Inexplicably, the Citibank fraud department refused to immediately reach out to East West Bank to freeze the unauthorized wire transfers to the accounts of Lei Yan and Ming Liang, citing an unverifiable Citibank 2-3 day "process" as being necessary for doing so. Dr. Friedman then attempted to immediately contact East West Bank on his own to try to freeze the unauthorized wire transfers, but this also proved unsuccessful. In the end, the unauthorized wire transfers were never frozen or reversed either on Citibank's end or on East West Bank's end, and the \$74,000 remained stolen.

For the past two months, Dr. Friedman has spent no less than twenty (20) hours of his own time and effort on the phone and at in-person meetings with various Citibank representatives in the wire transfer department, the fraud department, and at local branch offices trying to resolve this matter courteously and amicably. Dr. Friedman has even tried writing directly to the Citibank CEO about his situation for answers. Yet, this matter has proven to be not only stressful and traumatic for Dr. Friedman and his family, but extremely taxing and unnecessarily time-consuming for him personally. Indeed, he has had to deal with, among other things, the: (1) continuous and inconsistent

² A third unauthorized wire transfer of \$10,000 also was made internally between joint personal accounts that Dr. Friedman shared with his daughters.

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blocking/unblocking of his Citibank accounts; (2) general apathy and lack of concern from Citibank representatives with whom he has spoken; (3) complete failure and neglect of Citibank representatives to keep him informed and updated on the status of investigations related to the matter; (4) lack of communication, the intentional shuffling of responsibility, and the lack of accountability between and amongst Citibank departments and representatives concerning the theft of funds from his Citibank accounts; and (5) unfulfilled promises and assurances that this matter was being handled internally at Citibank and that the stolen funds would be returned.

To date, the \$74,000 in funds stolen from Dr. Friedman's Citibank accounts still has not been returned or refunded by Citigroup. Please be advised that, if the \$74,000 in funds stolen from Dr. Friedman's Citibank accounts is not returned or refunded by Citigroup within fourteen (14) days of the date of this letter, or by **Thursday, September 8, 2022**, I will file a civil lawsuit in federal court against Citigroup alleging claims including negligence, breach of contract, gross negligence and fraudulent concealment, and seeking the return/refund of the full \$74,000 in stolen funds, together with a claim of punitive damages against Citigroup for its actions/inactions in preventing, handling and enabling this cyberattack against Dr. Friedman's Citibank accounts.

Thank you for your attention to this matter. Please do not hesitate to call or email me if you have any questions or concerns or would like to discuss this matter further with me.

Very truly yours,

A handwritten signature in blue ink, which appears to be 'Mark E. Seiberling'.
MARK E. SEIBERLING

cc: Citi ERU (citieru@citi.com)
Jane Fraser, CEO (jane.fraser@citigroup.com)
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